



Competition Information

Panel for the provision of Architectural Services for projects of less than €1 million (ex. VAT) in value

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IMPORTANT NOTICE FOR APPLICANTS

Purpose

The purpose of the Suitability Assessment Questionnaire ("the Questionnaire") is to obtain information from Applicants to determine admittance to the Panel.

In the Questionnaire, the term Applicant is used for an Individual (Sole) Trader, a single entity, a Partnership, a Consortium or any other type of Joint Venture seeking to be awarded the Contract. If the role of PSDP or PSCS is required, the entity providing that skill must be an individual (sole) trader or company (i.e. body corporate) that constitutes an acceptable entity for the purpose of this project.

The Questionnaire and any related documents must not be used for any other purpose.

Multiple Participation

If any individual or group of individuals is included in more than one Applicant's submission for the same contract, a statement should be provided to the effect that the Applicant is aware of this multiple participation and that it has been brought to the attention of all the consortia of which that individual or group is a member.

The Contracting Authority will then investigate the circumstances to see if this multiple participation could result in a distortion of competition. Where it is felt that competition may be distorted, the Contracting Authority may take such steps as it deems appropriate which may include limiting the number of bidding teams with which an entity may participate, disqualifying relevant Applicants or such other steps as it deems appropriate subject to the principles of applicable law.

No liability

The Contracting Authority makes no representation, warranty, or undertaking in or in connection with the Questionnaire or the contents of the Questionnaire unless explicitly stated. The Contracting Authority has not authorised anyone to make any representation in connection with the Questionnaire on its behalf, and Applicants should not rely on any representation purportedly made on the Contracting Authority's behalf in connection with this Competition. Neither the Contracting Authority nor its officers, employees, or advisers will have any liability in connection with this Questionnaire or the contents of the Questionnaire. Applicants must make their own assessment of the adequacy, accuracy, and completeness of the Questionnaire.

Right to terminate or amend this Competition

The Contracting Authority reserves the right not to proceed with the Competition or any part of it and may terminate the Competition or any part of it at any time, with or without procuring the Works in another way. If this happens, neither the Contracting Authority nor its officers, employees, or advisers will be liable to any Applicant or other person. The Contracting Authority also reserves the right to change any part of the Questionnaire, including the procedures and time limits described in the Questionnaire. The Contracting Authority does not bind itself to accept any outcome of the process described herein and is not obliged to enter into a contract for the Works with anyone.

Costs and No Legal Relationship

Neither the Contracting Authority nor its officers, employees, or advisers have any responsibility for Applicants' costs or losses in connection with this Competition. The Questionnaire does not create a contract or legal relationship (including, for the avoidance of doubt, any contract about the Competition itself) between any Applicant and the Contracting Authority unless and until the Contract has been entered into including by issue of a Letter of Acceptance or Tender Acceptance (as appropriate) and any conditions precedent to its

effectiveness have been met. The exception to this is the obligation upon an Applicant with regard to confidentiality. The Questionnaire will not form part of any Contract unless expressly stated otherwise.

Confidentiality

Applicants must treat the Questionnaire and their participation in the Competition as confidential. Applicants must not disclose any information about the Competition to anyone other than as required for the purpose of responding to the Questionnaire, or as required by law.

Disclosure

The Contracting Authority is entitled to disclose information about this Competition, including the identity of those expressing interest, to any person. If an Applicant considers that any information in its suitability assessment submission is commercially sensitive or confidential, this must be clearly stated, and clear and substantive reasons provided. The Contracting Authority will have regard to such a statement in considering a request for access to the information under the Freedom of Information Acts 2014 (or any other legislation relating to disclosure of information) but is not bound by the Applicant's view and will take such steps as it considers necessary to comply with its obligations under applicable law.

Conflicts of Interest

Any conflict of interest or potential conflict of interest must be fully disclosed to the Contracting Authority as soon as such conflict or potential conflict becomes apparent. This includes, but is not limited to, situations where an Applicant or any of the members of an Applicant which is a consortium, joint venture or partnership, or any entity being relied upon by an Applicant, or any of their advisers, contractors, consultants, servants or agents are currently or have been in the past an adviser, contractor, consultant, servant or agent to the Contracting Authority, or any local or other relevant authority in relation to the works which are the subject matter of this Competition.

Without prejudice to the foregoing, any 'registrable interest' involving the Applicant and the Contracting Authority (and where applicable any elected members of the Contracting Authority or members of the Board of the Contracting Authority), members of the Government, members of the Oireachtas or employees of the Contracting Authority or their relatives must be fully disclosed to the Contracting Authority immediately upon such information becoming known to the Applicant. The terms 'registrable interest' and 'relatives' shall be interpreted in line with the Ethics in Public Office Act, 1995 and the Standards in Public Office Act 2001 as may be amended from time to time.

The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action in relation to any actual or perceived conflicts of interest, which may include (but is not limited to) excluding the Applicant from the Competition, or permitting the Applicant to continue subject to safeguards determined by the Contracting Authority being put in place and observed.

Tax Clearance

It will be a condition of the award of the Contract that the successful Tenderer shall, for the term of the contract, comply with all applicable EU and domestic tax laws. Prior to the award of the Contract arising out of this Competition the successful Tenderer shall be required to supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by the Contracting Authority. By supplying these numbers the successful Tenderer acknowledges and agrees that the Contracting Authority has the permission of the successful Tenderer to verify its tax cleared position online. Applicants may obtain information regarding their obligations concerning taxation from the Revenue Commissioners (www.revenue.ie).

Irish Law

Irish law is applicable to the Questionnaire, and the Irish courts shall have exclusive jurisdiction in relation to any disputes arising from or in connection with this Questionnaire.

Collusion

Applicants' attention is drawn to the Competition Act 2002 - 2019 (as may be amended from time to time) which makes it a criminal offence to collude on prices or terms in a public procurement competition.

Prior Knowledge

Applicants must not make any assumptions that the Contracting Authority has prior knowledge of their organisation or service provision. Applicants will only be evaluated on the information contained in their response to the Questionnaire ("SAQ Submission") (as may be clarified by the Contracting Authority in accordance with the Questionnaire).

1. About the Contracting Authority

Dublin City Council herein after referred to as the Contracting Authority, is the authority responsible for this procurement.

Dublin City Council (DCC) is the largest Local Authority in Ireland, employing approximately 5,900 staff. The 2025 Revenue Budget amounts to €1.48 billion, while the three-year Capital Programme 2025 to 2027 amounts to €3.384 billion. The Council provides a wide and diverse range of services to the citizens of Dublin City (population in excess of 500,000), to businesses and to visitors to the city. Activities are carried out in both the physical works area (e.g. provision and maintenance of housing, roads) and in the areas of arts, sports, recreation and social services (e.g. libraries, sports facilities parks, community development and housing welfare services).

The City Council also provides emergency services through Dublin Fire Brigade. Council facilities are spread geographically throughout the city and are also located outside the Dublin City Council area. The Council headquarters are located at Wood Quay, Dublin 8. Dublin City Council is responsible for the social, economic, infrastructural and cultural development of the city. The range of services provided by Dublin City Council could best be summarised by listing the programme group structure used by central government to classify the activities of all local authorities as follows:

- Housing & Building
- Road Transportation & Safety
- Development Incentives & Controls
- Environmental Protection
- Recreation & Amenity
- Education, Health & Welfare
- Miscellaneous Services

Further information is available at our corporate website www.dublincity.ie

2. Scope

2.1 Services Required

Dublin City Council is establishing a Panel for the provision of Architectural Services for projects of less than €1 million (ex. VAT) in value.

Panel members will be required to provide architectural design and associated services for stages (i)-(v) of the Capital Works Management Framework (CWMF) or a subset thereof. As part of the service delivery, panel members will be required to provide the following minimum specialist services:

- Design Team Lead,
- Architect,
- Employer's Representative for works contracts,
- Design Certifier (under the Building Control Amendment Regulations 2014)
- Assigned Certifier (under the Building Control Amendment Regulations 2014)
- PSDP

Additional optional specialist services that may be required include Measured Surveys; Condition Surveys; Architectural Conservation Consultancy Services; Accessibility Audits; Design Services for Disability Access Certificates and Fire Safety Consultancy Services.

It is intended that the architectural services to be provided will cover the following project types: feasibility studies, residential (new build and refurbishment), public realm, precinct improvements, housing, civic, community, recreational, sports, infrastructural improvement master-planning, mixed use/commercial etc. The services will cover any and all (CWMF) work stages.

Only those Applicants capable of delivering all of the minimum specialist services listed above (whether in-house or as a grouping/consortium) will be considered. Therefore, applications relating to one or several of these services only are not acceptable and will be rejected

2.2 Duration

The Panel will operate for a period of 4 no. years, subject to satisfactory performance and review, budgetary constraints and government policy.

There is no deadline for applications for admittance to the panel. However, the panel will be operational from December 2025.

2.3 Numbers to be Admitted

There is no limit on the number of service providers which will be admitted to the Panel, provided they meet all minimum requirements of the application process. Further information on the rules for admittance is included in section 3.1 below.

2.4 Volume of Services

The estimated annual expenditure on architectural contracts under the Panel is in the region of €1,000,000. It is emphasised, however, that this figure is provided strictly for indicative

purposes only as there is no guaranteed expenditure under the Panel. The financial threshold for the application of the European public procurement rules in the case of service contracts is currently set at €221,000 (ex. VAT). It is envisaged that neither (a) the architectural fees alone nor (b) the combined design team fees (e.g. architectural, engineering, quantity surveying and project supervisor for the design process services) will exceed this figure in respect of any project under the panel.

2.5 Health & Safety

The panel members will be required to comply with all relevant Health and Safety regulations in the delivery of their services, including (but not restricted to) the observance of its 'Designer' duties under the *Safety, Health & Welfare at Work (Construction) Regulations 2006-2013*.

2.6 Other Services

The panel members will be required to cooperate, liaise and/or lead other third-party services providers appointed by the Contracting Authority for individual projects, such as quantity surveyors, civil and structural engineers, building services engineers, Project Supervisors for the Design Process, conservation architects (Grades I and II) and landscape architects.

3. Establishment and Operation of the Panel

3.1 Establishment

In the first instance, interested parties must complete and submit the Suitability Assessment Questionnaire (the '**SAQ**') and associated appendices as attached to this document. Guidance in this respect is included in section 4 of this document.

Responses received will be assessed on the basis of the minimum financial, economic and technical competency rules (Pass/Fail) set out in the SAQ and, if such minimum rules are passed, the Applicant will be admitted to the panel.

Within 4 weeks from the receipt of the completed SAQ, the Contracting Authority will inform the Applicant in writing of the outcome of the assessment and, in the case of unsuccessful applications, the reasons for their rejection. The Contracting Authority invites all unsuccessful applicants to re-submit an application that meets the minimum requirements at any time during the currency of the panel.

Inclusion on the panel does not constitute a contract and the Contracting Authority cannot guarantee that a contract will be awarded to any member of the panel. Inclusion on the panel does not guarantee the member the right to tender in respect of any contract.

3.2 Operation

As and when a contract falling within the scope of the Panel arises, the Contracting Authority will apply the following procedure for the award of the contract:

STEP 1: SHORT-LIST

The aim of this step will be to identify the most suitable panel members to be invited to tender. The numbers to be invited will depend on the estimated construction value (ex. VAT) of the project being awarded:

- less than €300,000: 3 suitable panel members
- €300,001 to €1 million: 5 suitable panel members

The procedure will involve the use of Suitability Criteria (Step 1a) and, where necessary, Random Selection (Step 1b).

Step 1a Suitability Criteria

In the first instance, the Contracting Authority will interrogate the information contained in the submitted SAQs under one or more of the following pass/fail suitability criteria, which at all times will be appropriate to the particulars of the contract being awarded:

- Section 4.1 Turnover
- Section 5.2.1 Previous Experience – Project Type – Main/Lead Applicant
- Section 5.2.2 Previous Experience – Project Type – Sub-Consultants
- Section 5.3 Previous Experience – Project Works Value – Main/Lead Applicant
- Section 5.3 Previous Experience – Project Works Value – Sub-Consultants
- Section 5.4 Previous Experience – Contract Type

Note: if used, the Contract Type criterion will be used in respect of the CWMF range of contracts only.

- Section 5.5.2 Previous Experience – Specialist Skills – Optional Skills

If the resultant list is equal or less than the number of suitable panel members sought, the Contracting Authority will invite that list to tender in accordance with Step 2 below. However, if the resultant list is larger than the number of suitable panel members sought, Step 1b will apply.

Step 1b Random Selection

Random selection will be applied to the resultant list of panel members arising from Step 1a in order to select the list of suitable panel members to be invited to tender.

Each panel member of the resultant list will be allocated a number based on the total number parties in that resultant list. Using a computer programme (Random Number Generator), the total number of parties will be ranked at random and the panel members corresponding to the first three or five ranked numbers drawn¹ will be invited to tender for the call off project.

Example

Project with an estimated construction value of €300,000 (ex. VAT). Following the application of suitability criteria (Step 1a), the resultant list contains five panel members.

	Number allocated	Numbers to be invited	Ranked numbers generated at random by Computer Programme	Panel Members Invited to tender for call-off contract
Company A	1	Based on the value of the Project, 3 suitable panel members	5	
Company B	2		3	X
Company C	3		2	X
Company D	4		1	
Company E	5		4	X

In order to ensure the partiality and integrity of the process, the random selection procedure will be conducted by

- 1 no member of the City Architects team, and
- 1 no member of the project team for the call-off contract in question, and
- 1 no member staff from an unrelated independent department in Dublin City Council.

The Contracting Authority will invite the resultant list to tender in accordance with Step 2 below.

STEP 2: INVITATION TO TENDER

The selected panel member(s) will be issued an Invitation to Tender Document (inclusive of the award criteria) and will be asked to respond with a tender submission.

The successful panel member will be awarded the contract (subject always to the approval of the competent authorities) while the unsuccessful panel members who submitted a tender will be informed in writing of the award decision taken and the reasons for their rejection.

¹ The numbers to be drawn at random will depend on the value of the call-off contract. See Step 1 above.

STEP 3: AWARD

It will be a condition precedent to appointment to any contract under the panel that the successful tenderer designate provides evidence:

- (i) that the insurances required by that contract are in place;
- (ii) of a Tax Clearance Certificate issued by the Irish Revenue Commissioners for the panel member and any sub-consultant proposed; and
- (iii) where appropriate, any collateral warranties from the proposed sub-consultants for the benefit of Dublin City Council;
- (iv) of signed Health & Safety declaration (CWMF MF2.5 and/or MF2.4); and
- (v) if requested, verification of the SAQ submission to ensure that there has been no material change to the suitability of that panel member.

The terms and conditions of any contract awarded under the panel will be the *COE1 Standard Conditions of Engagement for Consultancy Services (Technical)* as updated by the Department of Public Expenditure and Reform from time to time and available to download from www.constructionprocurement.gov.ie.

If for any reason it is not possible to conclude the contract with the successful panel member or, if having concluded that contract, the Contracting Authority decides to terminate that contract, the Contracting Authority reserves the right to award the contract to the next highest scoring panel member on the basis of the same terms and as tendered by that party at any time during the tender validity period. This shall be without prejudice to the right of the Contracting Authority to cancel that competitive process and/or initiate a new contract award procedure at its sole discretion.

3.3 Non-Exclusivity

Dublin City Council reserves the right at their sole discretion to engage in a separate procurement procedure outside of the Panel for any service requirements arising during the lifetime of the Panel.

3.4 Updating Information

Panel members can submit updates to their panel information at any time during the currency of the panel. Updates will be assessed by the Contracting Authority to ensure that the panel member continues to meet the minimum requirements for admittance.

Within 4 weeks from the receipt of an updated SAQ, the Contracting Authority will confirm in writing to the Applicant that their information has been updated in the panel. In the event that the updated information has resulted in the panel member no longer meeting the minimum requirements for admittance, the panel member will be informed of the reasons for same.

3.5 Change in Applicant Circumstances

Where any information provided by an Applicant in response to the Questionnaire becomes untrue, incomplete or misleading (for example as a result of a change in circumstance or structure of the Applicant or of its proposed team), Applicants must inform the Contracting Authority of any such change in circumstances as soon as it becomes aware of this.

If it comes to the Contracting Authority's attention by any means that:

- a) there has been a change in circumstances concerning an Applicant that could affect the Contracting Authority's assessment of that Applicant's SAQ Submission; or

- b) information submitted by an Applicant was untrue, incomplete or misleading when
- c) submitted or has become by reference to the facts as they then stand untrue, incomplete or misleading; the Contracting Authority may clarify this with the Applicant and may seek further information and/or evidence from the Applicant. The Contracting Authority may take such steps as it considers necessary including revising its assessment of the Applicant on the basis of the information then available to the Contracting Authority and/or excluding the Applicant from further participation in the Competition.

3.6 Termination of Panel Membership

The Contracting Authority shall have the right (in addition to any other rights which it has at law) to terminate the appointment of a panel member forthwith and without liability for compensation or damages on the happening of any of the following events:

- i if the panel member commits any material breach of any provision of a call-off contract and if such breach is capable of being remedied, fails to remedy such breach to the reasonable satisfaction of the Contracting Authority within fourteen (14) days of the notice given by the Contracting Authority requiring the panel member to do so; or
- ii if the panel member becomes insolvent, becomes bankrupt, is wound up, commences winding up, has a receiving order made against it, makes any arrangement with its creditors generally or takes or suffers any similar action as a result of debt, or an event having an equivalent effect; or
- iii if any event analogous to those contemplated in sub-section ii above occurs to the panel member within the laws of any other jurisdiction; or
- iv in circumstances where the Contracting Authority becomes aware of that any of the excluding circumstances listed in Article 57 of Directive 2014/24/EU apply to the panel member; or
- v if any representation made by the panel member in connection with the panel or a call-off contract shall in the opinion of the Contracting Authority, acting reasonably, prove to be untrue or incorrect in a material respect as of the date when made; or
- vi if the panel member (or any subcontractor, agent or employee) commits any offence under the Prevention of Corruption Acts, 1889 to 2005, or section 38 of the Ethics in Public Office Act 1995, or gives, provides or offers to any staff or agent of the Contracting Authority any gift or consideration or commission of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of any call-off contract. In this instance, the Contracting Authority shall be also entitled to recover the amount of any loss resulting from such termination, including but not limited to recovery from the panel member of the amount or value of any such gift, consideration or commission.

The panel member will not be entitled to any additional amounts or compensation in the event that his membership of the panel is terminated in accordance with this section.

4. Instructions to Applicants

4.1 Queries

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

Requests for additional information and clarification on any matters must be made by email via www.etenders.gov.ie under **CfT** ID 6990551. Any additional information will be made available to all potential Applicants who have noted their interest on the eTenders website (www.etenders.gov.ie).

The Contracting Authority has no obligation to respond to queries. Where the Contracting Authority responds to a query, it will issue the response on the e-tenders website, unless the query has been clearly designated as confidential. If the query has been designated as confidential, and the Contracting Authority decides that the response should be published on the e-tenders website, the Contracting Authority will notify the person raising the query, who will have the option within the time limit specified by the Authority of withdrawing the query or having any response sent to all Applicants.

The Contracting Authority may still issue any information it considers appropriate on the e-tenders website following withdrawal of the query.

As with the SAQ, responses to queries will not create any contractual relationship between the Contracting Authority and Applicants, or form part of the Contract unless explicitly stated otherwise.

It is the responsibility of Applicants to monitor the means of communication for this Competition for any correspondence or clarifications in relation to the Questionnaire.

It is the responsibility of Applicants to notify the Contracting Authority of any ambiguity, discrepancy, error, or omission in relation to the Questionnaire or related documents, immediately, even after the time for submitting queries has expired.

4.2 Completing the SAQ

When completing the SAQ, Applicants should note the following conditions:

- All questions must be completed in full and without reference to other documents or other parts of the SAQ.
- All questions should be answered with relevance to the subject matter of this competition.
- Where a 'rule' is associated with a particular question, Applicants must satisfy the requirements of the rule in order to remain eligible for admittance to the panel.
- The SAQ must be completed in English and where copies of original documents are provided in languages other than English, a complete and accurate English translation should be provided, or the documents will not be considered during the assessment process.

- All financial information should be denominated in euro (€), except where financial information is being provided in a certified or audited supporting document such as a set of financial statements in which case it is sufficient for the information to remain in its original currency.
- Failure to provide a sufficient level of detail or to explain adequately any relevant matters may result in such data or information not being taken into account during the assessment process.
- Applicants for qualification may include individuals, partnerships, limited companies, groupings or any combination of the foregoing with or without legal personality. However, a grouping if successful will be required to establish legal personality in order to enter into a contract with the beneficiary.
- If the application is from a consortium / joint venture, Applicants are required to provide the information requested in the SAQ separately for each party. The consortium must appoint a single party who will assume overall responsibility for delivery, and who will be authorised to sign a contract on behalf of all consortia members. The Contracting Authority will not act as an arbitrator between members of project consortia.
- Applicants are strictly prohibited from discussing any aspect of their application with other Applicants or otherwise exchanging information or colluding in respect of the panel. Any Applicant who fails to comply with this requirement may have their application rejected or be removed from the panel.
- The Contracting Authority will not be responsible for nor pay for any expense or cost incurred or loss suffered by an Applicant in the preparation or submission of its application.
- Each of the parties will undertake to use their reasonable endeavours to hold confidential any confidential information received from the other party, subject to the Contracting Authority's obligations under law, including (if applicable) the provisions of the Freedom of Information Act 2014. The Applicant agrees that, should it wish any confidential information supplied by it to the Contracting Authority not to be disclosed because of its commercial sensitivity, it will, when supplying such information, identify same and specify the reasons for its sensitivity. The Contracting Authority will consult with the Applicant about such sensitive information before making a decision regarding release of such information under the Freedom of Information Act 2014. However, the Contracting Authority will give no undertaking or assurance that such information will not be released under the provisions of the Freedom of Information Act 2014 and the final decision on whether or not to release such information rests with The Contracting Authority or as set out in the Freedom of Information Act 2014.

4.3 Grounds for Exclusion

Note: Where a Competition is subject to the application of European Procurement Regulations, grounds for exclusion in Regulation 57 of SI 284/2016 will automatically apply. Where a Competition is not subject to the application of the European Procurement Regulations, a Contracting Authority may elect to apply the grounds for exclusion in Regulation 57 of SI 284/2016 in this Competition. The position for the Competition is set out in the Project Particulars.

The grounds under which the Contracting Authority may exclude an Applicant, any member of an Applicant, or any entity relied upon by the Applicant, from participation in this Competition are set out below.

Where grounds for exclusion apply in the Competition, the Applicant, each member of the Applicant (where the Applicant is a Joint Venture or Consortium or Partnership); and, any entity being relied upon by the Applicant (or any member of the Applicant) (including Applicant's Specialists), must provide a declaration regarding the situations referred to below by completing an ESPD or Appendix A, as stated in the Project Particulars.

The term 'Applicant' as used below refers to each of (a) the Applicant (b) a member of the Applicant (where an Applicant is a Joint Venture, Consortium or Partnership) (c) any entity being relied upon by the Applicant.

Subject always to the provisions of Regulation 57 of the European Union (Award of Public Authority Contracts) Regulations 2016 (SI 284 of 2016):

- a) if:
 - i. the Applicant is in one of the situations listed in Regulations 57(1) or 57(3) of SI 284 of 2016.
or
 - ii. a member of the administrative, management or supervisory body of the Applicant/member of the Applicant, or a person having powers of representation, decision or control therein, is in one of the situations listed in Regulation 57(1) of SI 284 of 2016, the Applicant shall be excluded from the Competition.
- b) if the Applicant (or any member of the Applicant, in the case of a Joint Venture, Group or Consortium), is in any of the situations listed in Regulation 57(4) or 57(8) of SI 284 of 2016 selected by the Contracting Authority for the purposes of this Competition, the Applicant may be excluded from the Competition.

Any Applicant which is in one of the situations referred to above must provide details of any factors or circumstances which it believes are relevant to the Contracting Authority's assessment of whether the existence of these grounds should lead to the exclusion of the Applicant. For example, where an Applicant is in one of the situations referred to above but has taken measures which it believes are sufficient to demonstrate its reliability, that Applicant may provide evidence of such measures to the Contracting Authority for consideration. Applicants should note that, with regard to the situations listed in (a) above, the circumstances which the Contracting Authority may take into account before deciding whether or not to exclude an Applicant are prescribed by law, and Applicants are directed to Regulation 57 of the 2016 Regulations in this regard.

If an entity being relied upon is in one of the situations listed above, the Contracting Authority may require that the Applicant replaces such entity with another entity which is not in any of these situations. In the event that the entity cannot be replaced with another entity to whom the grounds do not apply (including where the Contracting Authority concludes that to permit such replacement would be contrary to law), the Contracting Authority reserves the right to eliminate the Applicant from the Competition.

Where grounds for exclusion apply in the Competition, the Applicant, each member of the Applicant and any entity being relied upon by the Applicant (or any member of the Applicant, including Specialist skill providers who are not the applicant itself), must provide a self-declaration regarding the situations referred to above in the form of an ESPD (where the Competition is subject to the application of the European Procurement Regulations), or, by completing the self-declaration in the form of Appendix A – Self Declaration re Regulation 57 (where the Competition is not subject to the application of the European Procurement Regulations), as specified in the Project Particulars.

4.4 Additional Grounds for Exclusion

The Contracting Authority reserves the right to exclude any Applicant from the Competition should the Contracting Authority be of the view that entry into the Contract with such Applicant (bearing in mind any Applicant members (where the Applicant is a Consortium, Joint Venture or Partnership), entities relied upon or sub-consultants) would be contrary to any applicable law or regulation, including any applicable sanctions regimes.

Where required Applicants shall be required to disclose in their SAQ Submission any issues giving rise to possible sanctions applications

4.5 Submission of Applications CfT ID 6990551

Submissions must be sent via the eTenders website online facility ONLY, CfT ID 6990551. Please note that the eTenders online facility closes at the stated date and time precisely where applicable. Please ensure that you allow adequate time for uploading your documentation onto the eTenders online facility. It is the responsibility of Applicants to use the online facility correctly, which includes taking responsibility for the upload of documents. Please refer all online facility submission queries to eTenders directly (+353 21 243 9277). The Contracting Authority will not be responsible if a supplier fails to upload their documentation or if the uploaded file(s) is/are corrupted and cannot be read by Dublin City Council. In order to facilitate assessment, Applicants are kindly requested to submit a single attachment inclusive of the completed questionnaire(s) and all related appendices.

There is no deadline for applications for admittance to the panel. However, it is anticipated that the panel will be operational from December 2025. Applicants are advised to submit their applications by 12 noon on 01st December 2025 to ensure that they are eligible for consideration for the first batch of contracts.

4.6 Non-Compliant Submissions

If an Applicant fails to comply in any way with the requirements of the SAQ (including any clarification or supplementary information issued by the Contracting Authority in connection with this Competition), the Contracting Authority may (but is not obliged to) take such steps as it deems appropriate, including (but not limited to):

- a) rejecting the submission as non-compliant; and/or
- b) without prejudice to the Contracting Authority's right to reject the submission:
 - i. seeking clarification from the Applicant in respect of the relevant submission by way of a meeting or written submission;
 - ii. requesting the Applicant to provide information or items which has/have not been provided or has/have been provided in an incorrect form;
 - iii. waiving a requirement which, in the Contracting Authority's opinion is minor or procedural; and/or
 - iv. take any other step permitted by law;

in accordance with applicable law and principles.

5. Data Protection Notice

As part of this Competition, the Applicant may, (at various stages) provide personal data relating to the Applicant or its organisation, employees or other third parties. In this Suitability Assessment Questionnaire (“the Questionnaire”), “Data Protection Laws” means all applicable data protection law including, with effect from 25 May 2018, the General Data Protection Regulation (Regulation (EU) 2016/679) and the Data Protection Act 2018; and the terms ‘personal data’, ‘process’, ‘controller’, ‘processor’ and ‘data subject’ shall have the meanings given to them under Data Protection Law.

Where the Applicant provides personal data relating to third parties, the Applicant must ensure that such third parties are made aware of the contents of this Data Protection Notice in full.

The Applicant, as controller in respect of any personal data provided by it as part of this competition, is required to confirm in the declaration required under the SAQ that all data subjects whose personal data is provided by the Applicant have consented to the processing of such personal data by the Applicant, the Contracting Authority, the evaluation team and the supplier of the etenders.gov.ie website, for the purposes of the participation of the applicant in this competition or that the Applicant otherwise has a legal basis for providing such personal data to the Contracting Authority for the purposes of its participation in this competition.

Where such personal data is provided, the relevant controller is the Contracting Authority. If there are any questions about the Contracting Authority’s use of such personal data, please contact the Contracting Authority’s Data Protection Officer whose details are available upon request to the Contracting Authority.

The Contracting Authority may process the following personal data as part of this competition:

- Name.
- Contact details.
- CV details (including but not limited to qualifications, education, experience, previous roles and responsibilities);
- details of proposed role(s) and responsibilities on this contract.
- referee details; and
- any other data provided by the Applicant.

The Contracting Authority collects personal data from the Applicant directly, and from the following sources:

- Applicant’s organisation.
- other members of the Applicant’s consortium (if applicable); and
- Referees.

Any personal data provided will be processed for the purposes of the competition, the administration of any contract awarded on foot of this competition, reporting to any regulators or oversight bodies and/or any disputes relating to the competition or the contract.

In connection with the above, the Contracting Authority may disclose personal data to various recipients including:

- Applicant’s organisation.
- other members of the Applicant’s consortium (if applicable);
- the Contracting Authority’s third-party service providers, such as financial, legal and technical advisors; and
- regulators or oversight bodies.

If the Applicant is unsuccessful as part of the tender process, such personal data will be

retained until three years after the conclusion of the tender process or the award of the contract to the successful Tenderer, whichever is later. If the Applicant is successful, and a contract is awarded to the Applicant at the end of the tender process, such personal data will be retained in accordance with the Contracting Authority's record management and retention policy, a copy of which can be obtained from the Employer upon request.

Any data subjects in respect of which the Employer holds or processes personal data have rights in relation to their personal data, including the right to request access to their data and, in certain circumstances to request rectification, erasure or restriction of the processing of their personal data. All such data subjects have the right to lodge a complaint with the Irish supervisory authority, the Data Protection Commission.