



UCDOPP5582 Invitation to Tender

For

**UCDOPP5582 Multi-Operator Framework Agreement for Integrated Design Team Services
for UCD Minor Works / Construction Projects and the UCD Building Care Programme
at
University College Dublin**

Tender procedure: Open procedure

Key Dates	
Issue Date	27/05/2026
Deadline for Queries on ITT (via www.etenders.gov.ie)	06/07/2026 (12pm)
Tender Deadline (via www.etenders.gov.ie)	15/07/2026 (12pm)

University College Dublin or any wholly owned subsidiaries thereof (the “Contracting Authority”) invites tenders (“Tenders”) to this Invitation to Tender (“ITT”) from economic operators (“Tenderers”) for the Design Teams, Engineers and Specialist Skills to provide UCDOPP5582 Integrated Design Team Services for UCD Minor Works / Construction Projects and the UCD Building Care.

The build costs of these contracts will range between €5k and €500k. Following the establishment of the framework, UCD reserves the right to engage to procure subsequent call-off contracts from the framework panel and engage with the successful candidate to carry out services associated with other campus-based facilities in upgrading or developing areas over the lifetime of the Framework.

The design team must comprise the following principal services/discipline to include Design Certifiers:

- Architect
- Civil/Structural Engineer
- Building Services Engineers
- Quantity Surveyor
- Fire Safety Consultant

The lead firm will also be required to include as part of their SAQ Response the following secondary specialist skills:

- Project Supervision Design Stage
- Facade and Building Envelope Design
- Acoustic Design
- Ancillary Certifier
- Passenger Lift & Escalator Consultant
- Hazardous Material Surveyor (Asbestos etc.)
- Landscape Architect
- Energy Efficiency & Measurement and Verification
- Environmental Noise Assessment (Acoustic Engineer).
- Access and Disabilities specialist.
- Project Management Services.
- Interior Designer

For more information see section 4. Competition Process

Founded in 1854, University College Dublin (UCD) is a dynamic, modern University and is the largest University in Ireland with seven Colleges and thirty-eight Schools offering a comprehensive range of undergraduate and postgraduate programmes and is ranked within the top 1% of higher education institutions worldwide. Including overseas operations its student population is over 33,000 of whom over 9,500 are graduate students. UCD is committed to maintaining a high level of research activity and to further developing its collaborative links with industry and commerce, and with educational and research institutions internationally. UCD is also a major employer with over 4,000 permanent personnel (full-time and part-time). For further information on UCD please visit www.ucd.ie.

UCD, Belfield

The main campus of UCD is situated at Belfield about 5 km to the south of the centre of Dublin. This 142-hectare site, positioned between low-lying hills and Dublin Bay, is attractively landscaped and accommodates most of the colleges of UCD and additionally its administration, student residences and numerous sporting and leisure facilities.

See <https://www.ucd.ie/>

Buildings Under the Current Campus Development Plan on Belfield Campus

Science Phase III

The UCD Science Centre Phase III development is also under way, involving the refurbishment and extension of the Science North and Science West buildings, which were some of the first structures erected on the Belfield campus in the 1960s. The project will refurbish approximately 14,500 m² of existing space and add 8,500 m² of new facilities, creating a state-of-the-art environment for scientific teaching and research. This will come online in two phases, with Science North estimated to come online in January 2026 and Science West in September 2026.

Newman Refurbishment

The Newman Building, opened in 1970, spans about 23,000m² over six floors. Originally home to Arts, Humanities, Social Science, and Law, it was part of the 1964 campus master plan. Fire safety upgrades were completed in 2015, followed by a phased refurbishment that modernized 10,100m² before pausing in 2020 due to COVID-19. Currently, the university is expanding Block H, adding two new floors and link corridors to Blocks E and K, along with improved access and a new stairwell. This will add approximately 2,296m² to the building.

Sports and Student Amenity Masterplan

Planning for Phase 2 of the project is complete with the project currently undergoing final approvals. This next phase will introduce a multi-purpose sports hall, and an indoor tennis centre, which will also serve as an examination and assessment venue, further enriching campus life.

New Student Residences

Work commenced in October 2025 on the new on-campus accommodation that will deliver 493 accommodation beds.

Other Buildings

O' Connor Centre for Future Learning (CFL)

The O' Connor Centre for Future Learning is included within the current campus development plan and opened in January 2026. The building comprises 11,580m² of floor space across four levels, incorporating teaching and workspace facilities, learning resource hub, an atrium, and other common areas.

UCD Beech Hill / Founders District

The UCD School of Physics has relocated to the L.M.I. Building in Beech Hill from September 2023 while the Science Phase III upgrade is in progress on the main campus. This building is just beyond the edge of campus on Beech Hill Road.

See: https://physicslabs.ucd.ie/info/beece_hill/

UCD Michael Smurfit Graduate Business School, Blackrock

A second campus, the UCD Michael Smurfit Graduate Business School is located approx. 2 km away from Belfield, in Blackrock Co. Dublin. Primarily focusing on post – graduate and executive business education, this 6.5 hectare campus also contains residences for a small number of students. See <https://www.smurfitschool.ie/>

UCD Lyons Farm

Nestled on 605 acres of lush, fertile land in Co Kildare, Lyons Farm stands as a beacon of agricultural excellence and research innovation. Celebrating 62 years of operation, it is the only university farm in Ireland, offering a full ecosystem that includes beef, dairy, sheep, equine, crops, pigs and goats. With its HPRA (Health Products Regulatory Authority) certification and heritage site status, Lyons Farm is not only a research powerhouse but also a custodian of Ireland's rich agricultural legacy.

Managed by highly skilled farming and agrifood professionals, Lyons Farm supports in excess of €40 million in grant approved research and caters to over 2,000 undergraduate students and postgraduate researchers. The farm as a research facility is a key enabler in securing critical funding. It is a dynamic hub where groundbreaking ideas and activities are seeded and nurtured in an applied academic setting. The farm plays a pivotal role in three strategic initiatives vital to Ireland's future: Creating a Sustainable Future, the National Climate Action Plan, and the National Food Vision 2030 strategy.

Recent advancements include the newly opened AgTechUCD Innovation Centre and UCD BiMeda Herd Health Hub, which serve as incubators for the latest innovations and startups in the agrifood industry. The farm provides a research infrastructure to all UCD Schools, currently facilitating over 50 research projects in a given year, from Engineering to Medicine, Veterinary to Environmental Science and Agriculture to Food Science..

See <https://www.ucd.ie/lyonsfarm/>.

Museum of Literature Ireland (MoLI)

The Museum of Literature Ireland, branded MoLI in an homage to Molly Bloom, is a literary museum based in UCD's Newman House, St Stephen's Green, Dublin 2. The museum is a partnership between the National Library of Ireland and University College Dublin.

See <https://moli.ie/>

UCD by Numbers

1	Ranked within top 1% of higher education institutions world-wide
35	Percentage of international students
40	Percentage of undergraduate students from under represented cohorts
39	Percentage of international staff
64	Percentage of non-Exchequer funding
133	Hectares making up the woodland campus
163	Number of nationalities within the student body
718	Million euro annual turnover
847	Million euro won in externally funded research in last 5 years
2,141	Academic staff (FTEs)
2,008	Number of PhD students
1854	Year founded by John Henry Newman
2,379	Support Staff (FTEs)
5,243	Number of international students in overseas operations
12,219	Number of international students on main campus
12,250	Number of graduate students
12,363	Number of awards conferred each year
41,089	Total number of students (including overseas operations)
167,177	Square meters of science, engineering and innovation related facilities
343,000	Number of alumni across 184 countries
1,900,000	Approximate number of annual visits to library facilities

Other Resources

The University's Campus Development Plan is available at:

<https://www.ucd.ie/campusdevelopment/>

The University's Strategic Plan is available at <https://strategy.ucd.ie/>

Sustainability and Environmental Matters

UCD has made sustainability a defining attribute of its strategic direction in the Breaking Boundaries Strategy to 2030. The university bases its definition of sustainability on the UN Sustainable Development Goals (SDGs), encompassing social justice, enterprise and governance as well as environmental considerations. UCD is ranked number one in Ireland and in the top 50 globally in the QS World University Rankings for Sustainability. Guided by a comprehensive [UCD Sustainability Plan](#), sustainability is embedded across UCD's educational programmes, student experience, research and innovation, campus operations, and external engagement.

UCD has achieved ISO 50001 certification for its energy and water management systems and holds the Smarter Travel Mark – Gold from the National Transport Authority, recognising excellence in promoting sustainable and active travel. In recognition of its leadership in advancing the SDGs, UCD was designated an SDG Champion for 2024–2025 by the then Department of the Environment, Climate and Communications.

Through these initiatives, UCD continues to demonstrate its commitment to delivering meaningful impact through sustainability in policy, practice, and everyday operations.

Energy Management

UCD operates to an ISO50001 certified Energy and Water Management System (EWMS). UCD is committed to continual improvement in the area of energy efficiency and carbon reduction. All activities on campus must be carried out in unison with the UCD EWMS system. UCD has a target to improve energy efficiency by 50% and to reduce carbon emissions by 51% by 2030 in line with the 2021 climate action plan. Continually improving energy and water efficiency is a key UCD goal and all activities are carried out in unison with the UCD ISO 50001 energy management system.

1. DOCUMENTS PUBLISHED

The following documents have been published on www.etenders.gov.ie for the competition or are available on <https://constructionprocurement.gov.ie>.

No	Document Name
1	UCDOPP5582 Integrated Design Teams ITT
2	UCDOPP5582 QC2 Pat 1 and 2, and Appendices
3	UCDOPP5582 Tender Response Document
4	UCDOPP5582 Pricing Schedule
5	UCDOPP5582 ESPD
6	UCDOPP5582 Framework Consultant Agreement Drat
7	COE1 for Consultancy Services Technical

2. SUBMISSION OF DOCUMENTS

The following document must be submitted SEPERATELY by the response date through www.etenderes.gov.ie.

Document Number	Description
1	UCDOPP5582 QC2 Part 1 and 2, and Appendices
2	UCDOPP5582 Tender Response Document
3	UCDOPP5582 Pricing Schedule (THIS DOCUMENT MUST BE RETURNED SEPERATELY FROM ANY OTHER DOCUMENTS TO ENSURE A COMPLIANT SUBMISSION)
4	UCDOPP5582 ESPD
5	Acceptance of ITT by Tenderer printed on the Tenderers' headed notepaper and signed by the Tenderer in pdf

The above checklist is for guidance purposes only and the Contracting Authority will take no responsibility for omissions from this checklist.

3. ABOUT THE FRAMEWORK AGREEMENT

3.1 General

A Framework Agreement constitutes the means of establishing overall terms and conditions within which, for a specified duration, individual contracts may or not be awarded. It is emphasised that a Framework Agreement does not confer exclusivity and constitutes no guarantee to purchase a specific quantity of works. Indeed, the Contracting Authority reserves the right to operate outside of the Framework Agreement at their discretion particularly, should it become apparent that doing so would offer greater value for money.

Notwithstanding the foregoing, the Contracting Authority has adopted a Framework Agreement approach to the procurement of Integrated Design Team Services for UCD Minor Works / Construction Projects and the UCD Building Care Programme in order to leverage efficiencies and maximise cost savings over a four-year period. Any successful Tenderer who enters into a Framework Contract with the Contracting Authority in respect of this competition is herein referred to as a “Consultant”.

For the purposes of this competition, the Contracting Authority is University College Dublin (and any wholly owned subsidiary thereof).

3.2 Framework Agreement

Tenderers should note the terms and conditions of the Framework Agreement available to download at www.etenders.gov.ie. Tenderers are required to review the terms and conditions and indicate their acceptance thereof as part of their tender submission.

Tenderers should take account of the provisions of the Framework Agreement in the preparation of their Tenders. Tenderers may not amend the Framework Agreement.

Any reservation with regard to these terms should be submitted as a query in accordance with the procedure described in Section 5.5 of this document. Any reservations not raised at this stage may not be raised after the completion of the tender process.

Nothing in this Agreement shall preclude the Contracting Authority from purchasing services from a third party at any time during the term of the Framework Agreement.

3.3 Duration of the Framework

This Framework Agreement will have a maximum potential duration of four years from the commencement date.

3.4 Termination

Once established, there is no obligation upon the Contracting Authority to make use of this Framework Agreement. Notwithstanding this fact, the Framework Agreement may be terminated in accordance with the Framework Agreement terms and conditions.

3.5 COE1 – Standard Conditions of Engagement for Consultancy Services (Technical)

The form of the Contract for a design commission is COE1 – Standard Conditions of Engagement for Consultancy Services available at www.cwmf.gov.ie.

4. COMPETITION PROCESS

University College Dublin (and any wholly owned subsidiary thereof) (“the Contracting Authority”) invites tenders (“Tenders”) to this Invitation to Tender (“ITT”) from economic operators (“Tenderers”) for the supply of works as described below.

4.1 Framework Agreement Award

It is anticipated that six Design Teams (each a “Consultant”) will be appointed to a Framework Agreement. The Contracting Authority reserves the right not to enter into any Frameworks Agreement.

Competition Process

It is intended that the Competition will be conducted as follows:

- **Suitability Assessment Questionnaire**

Tenderers will be requested to participate in the competition by submitting a response to the published UCDOPP5582 QC2 SAQ. The Suitability Assessment Questionnaire consists of elements that require assessment of Responses on a pass / fail basis (“Pass/Fail”). Tenderers who fail one or more of the Pass/Fail criteria shall be excluded.

- **Award Criteria**

The Tenderers who have not been excluded at the Pass/Fail stage will move forward to the Award Criteria Evaluation and Tenderers will be ranked on the scores awarded subsequent to the evaluation of their tender responses to the published Award Criteria.

The **top ranked six Tenderers that achieve the highest marks under the Award Criteria** subject to each Tender being a compliant Tender in accordance with the rules of the Competition, will be awarded the Framework Agreement.

For the avoidance of doubt, the highest scoring Tenderer by reference to the award criteria set out in this ITT will be ranked number 1, the second highest scoring Tenderer by reference to the award criteria will be ranked number 2, and the third highest scoring Tenderer by reference to the award criteria will be ranked number 3 and so on.

See 7. How Tenders Will Be Evaluated

4.2 Future Project Types

It is anticipated that Call-Off Contracts shall be carried out with UCD acting in the role of the Employer. However, in circumstances as will be outlined in the respective tender documents at drawdown stage, UCD may elect to tender for the construction of academic, support and other associated facilities using either traditional “Employer designed” or “Contractor designed” procurement processes.

In the case of “Contractor design”, the Design Team (or selected disciplines) may be novated at an appropriate stage during the Call-Off Contract to the appointed contractor, with the appointed contractor at that stage, assuming the role of “Employer”.

As part of the UCD Estate Services, Technical Services are responsible for the refurbishment, building care and upkeep of all the Universities Building stock. As part of this responsibility, technical services complete approximately 80 minor construction Projects per annum. Projects emanate from both internal and external stakeholders. Projects are predominantly divided across the following principles,

- Office Refurbishments.
- Building Care Programme.
- Teaching Space and Laboratory Refurbishments.
- Common Area Refurbishments.
- Licensee Projects.
- Student Residence Refurbishment.

Case Study 1 Small Scale Refurbishment

The School of Life Sciences wishes to rework approximately 500m² of existing floor area to provide office, teaching and collaborative spaces. The appointed design team will be engaged to deliver the project in full and conducted workshops with the college representative(s) and the Estate services Project Manager to develop the initial project design brief and agree the final project requirements

Case Study 2: Medium Scale Refurbishment

The College of Life Sciences wishes to rework approximately 500m² of existing floor area to provide office, teaching and collaborative spaces. The appointed design team will be engaged to deliver the project in full and conducted workshops with the college representative(s) and the Estate services Project Manager to develop the initial project design brief and agree the final project requirements.

The design team will then:

- Assume the role as PSDP.
- Conduct a full measurement survey the space and other surveys as required.
- Organise the pre demolition asbestos management survey, if required.
- Organise a full electrical and mechanical services survey.
- Draft the initial design plans, including electrical and mechanical layouts and agree/sign off with the client.
- Prepare tender drawings and specifications for each discipline including pricing documents, programme of works and contracts.
- Issue full set tender drawings, specifications and Health and Safety documents as required to UCD Estate Services Framework of Contractors.
- Review Tender returns.
- Issue contracts and rejection letters.
- Arrange start up meeting with all contractors setting out H&S plan, site limitations (heights, skip locations, live campus below)
- Arrange and attend site meetings with all contractors and UCD Estate Services as required (UCD will require a minimum of one site meeting per week on all minor projects)

- Design, price and instruct alterations or changes required to the design during the construction stage.
- Sign off and snag project prior to handover.

Case Study 2: Roof Replacement Project

As part of its Building Care Programme UCD Estate Services will be replacing a section of Roofing Cover on the James Joyce Library Building. The appointed design team will meet with the Estate services Project Manager to agree the requirements.

The design team will then:

- Assume the role of PSDP.
- Conduct a full measurement Survey of the space.
- Conduct a full structural survey of the roof.
- Design roof with the maximum level of Energy Efficacy.
- Organise the RSAS (Renovation, demolition asbestos survey).
- Draft the initial Plans, including fall arrest system and lightning protection
- Work with Quantity Surveyor to draft full pricing documents, programme of works and contracts.
- Issue full set tender drawings, specifications and Health and Safety documents as required to UCD Estate Services Framework of Contractors.
- Review Tender returns.
- Issue contracts and rejection letters.
- Arrange start up meeting with all contractors setting out H&S plan, site limitations (heights, skip locations, live campus below)
- Arrange and attend site meetings with all contractors and UCD Estate Services as required (UCD will require a minimum of one site meeting per week on all minor projects)
- Design, price and instruct alterations or changes required to the design during the construction stage.
- Sign off and snag project prior to handover.
- Agree Final account with all contractors.

Percentage of Project Values:

Project values range from €5k to €500k. It is envisaged that design teams will only be engaged for Projects above €30k or where a particular specialist design service is required.

€5k to €30k approximately 25% of overall projects

€30k to €250k approximately 70% of overall projects

€250k to €500k approximately 5% of overall projects

4.3 Future Award Process

In relation to drawdown mechanism, the Contracting Authority will have the discretion to drawdown by either Rotation and Mini-competition as follows:

- Rotation: the Contracting Authority may drawdown by way of rotation amongst the Framework Members for projects under €10,000.
- Mini Competition: the Contracting Authority may drawdown by mini-competition amongst the Framework Members for all projects whatever the value

1. Rotation

Tenderers will be ranked on the scores awarded under the evaluation of their Tender responses to the published Award Criteria in this competition. For example, the highest scoring Tenderer by reference to the award criteria set out at 7. *How Tenders will be Evaluated* will be ranked number 1, the second highest scoring Tenderer will be ranked number 2, etc.

In the event that there is a tie for any position on a Lot, (i.e. a tie for positions 1- 63), 7.6 Tie Break Rules will apply.

Future projects will be offered to the Framework Members based on their ranking. If a Framework Member fails to confirm within the time allowed that they are able to undertake the work, the project will be offered to the next ranked Framework Member on the list.

A Framework Member refusing a project will lose their place in the rotation for that round, and the project will move to the next ranked.

Once the list is exhausted from position 1 to 6, it will go back to the top and work down in the same order again. The final ranked positions will be detailed in the Framework Agreement.

2. Mini-Competition

As requirements arise during the term of the Framework Agreement, the Contracting Authority will draw down projects by mini-competition among the six Framework Members to determine the successful Tenderer.

The following are the award criteria for future mini-competitions during the term of the Framework:

Option 1: Quality and Cost

Award Criteria	Sub-Criteria	Weighting (range)
Total Qualitative Criteria	Please note sub criteria and respective weighting will be defined within the above range at SRFT – Mini Competition Stage.	10% - 90%
Cost	Please note the exact nature of the cost elements required will be set out in the SRFT and Pricing Schedule.	10% - 90%

Option 2: Total Cost

Award Criteria	Sub-Criteria	Weighting (range)
Cost	Please note the exact nature of the cost elements	100%

	required will be set out in the SRFT and Pricing Schedule.	
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Tie Break: If evaluation results in a tie between two or more Tenders, the tie-break rules detailed in the SRFT will be implemented.

5. INSTRUCTION TO TENDERERS

5.1 Confidentiality

All documentation, data, statistics, drawings, information, patterns, samples or material disclosed or furnished by the Contracting Authority to Tenderers during the course of this competition are furnished for the sole purpose of replying to this Invitation to Tender (ITT) only.

All information is given on the basis of strict confidentiality:

- (i) it must not be used, communicated, reproduced or published for any other purpose without the prior written permission of the Contracting Authority;
- (ii) it must not be disclosed to any other party without the prior consent and authority, in writing of the Contracting Authority.
- (iii) It must be returned immediately to the Contracting Authority upon cancellation or completion of this Competition if so requested by the Contracting Authority

Tenderers shall comply promptly with any instructions issued by the Contracting Authority to undertake to destroy and/or return any information given to them and to confirm in writing to the Contracting Authority once such condition has been complied with.

Subject always to the Contracting Authority's legal disclosure obligations, the Contracting Authority shall use its reasonable endeavours not to disclose any part of a Tender to any third party other than as may be required for the purposes of evaluation and/or establishing the framework.

5.2 Disclaimers

While every effort has been made to provide comprehensive and accurate information in all notices and documents prepared for the purposes of this Competition, the Contracting Authority does not accept any liability or provide any express or implied warranty in respect of any such information. Tenderers must form their own conclusions about the solution needed to meet the requirements set out in this ITT and may wish to consult their legal advisers.

No person has been authorised by the Contracting Authority to give any information or to make any representation not expressly set out in this ITT, with the exception of written clarifications issued on behalf of the Contracting Authority during the tender period. If any other such information or representation has been given or made, it shall not be relied upon by any Tenderer as having been authorised by the Contracting Authority.

No contractual rights in relation to the Contracting Authority will exist unless and until a formal written Framework Agreement has been executed by or on behalf of the Contracting Authority. Any notification of preferred bidder status by the Contracting Authority shall not give rise to any enforceable rights by the Tenderer.

The Contracting Authority may cancel this Competition at any time prior to a formal written Agreement being executed by or on behalf of the Contracting Authority.

This Invitation to Tender expands upon the information contained in the Contract Notice. The Contracting Authority also reserves the right to update, delete, vary, extend or alter this Invitation to

Tender and/or the information and documents contained herein at any time by notice in writing or by email to all Tenderers.

This public procurement competition (the “Competition”) will be conducted in accordance with the open procedure under the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the “Regulations”).

5.3 Compliant Tenders

Tenderers are required to comply with these Instructions to Tenderers when preparing their tender submissions. By submitting a Tender, each Tenderer acknowledges and agrees to be bound fully by these Instructions to Tenderers. Non-compliance with these instructions may, and in stated circumstances shall, invalidate the submitted tender, subject always to the discretion of the Contracting Authority. The decision of the Contracting Authority in relation to compliance with these Instructions to Tenderers is final and binding.

If a Tenderer fails to comply in any respect with the requirements, the Contracting Authority reserves the right to reject the Tenderer’s Tender as non-compliant or, without prejudice to this right and subject to its obligations at law, to take any other action it considers appropriate including but not limited to:

- seeking written clarification from the Tenderer;
- seeking further information from the Tenderer; or
- waiving a requirement, which in the Contracting Authority’s view, is non-material or procedural.

Tenderers are required:

- (a) To submit all documentation which this ITT requires to be submitted with their Tender;
- (b) To follow the format of this ITT and respond to each element of the Suitability Assessment Questionnaire and as set out in this ITT;
- (c) To conform to and comply with all instructions and requirements set out within the Suitability Assessment Questionnaire and this ITT;
- (d) To submit the statement required under Section 8. Acceptance of the ITT by Tenderer **on letterhead**; and
- (e) Not to alter or edit this ITT in any way.

5.4 Ambiguities, Discrepancies, Errors or Omissions in the Tender Document

If a Tenderer determines they are missing any documents or information, the absence of which would preclude them from submitting a comprehensive response, or should they become aware of any ambiguity, discrepancy, error or omission in this competition, please raise the matter by sending a message through the message box on www.etenders.gov.ie prior to the clarification deadline.

5.5 Queries And Clarifications

All queries regarding this competition should be submitted via the eTenders messaging facility www.etenders.gov.ie. The closing date for receipt of such queries is **12.00pm, 6th July 2026**. The following additional conditions govern the submission of queries:

- (a) No approach of any kind should be made to any other person within, or associated with, the Contracting Authority in connection with this Invitation to Tender. Any such approach may, at the

absolute discretion of the Contracting Authority, result in the elimination of the Tenderer in question from this process.

- (b) The Contracting Authority will endeavour to respond to all reasonable queries received but does not undertake to respond to all queries indiscriminately. In particular, queries seeking interpretation of this Invitation to Tender document may not result in a response.
- (c) Responses will be issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie. Where appropriate, queries may be amalgamated. Tenderers should note that the Contracting Authority will not respond to individual Tenderers privately.
- (d) In the event that a Tenderer considers a query confidential or commercially sensitive, it must mark the query accordingly. If the Contracting Authority considers, at its absolute discretion, that the query or related response should be properly regarded as confidential or commercially sensitive, the nature of the query and its response will be held as confidential, subject to the Contracting Authority's obligations under law.

If the Contracting Authority is of the opinion that it would be inappropriate to answer the query on a confidential basis, it will notify the Tenderer accordingly and require the Tenderer to either withdraw the query or agree to its release, accompanied by a response, to all Tenderers.

5.6 Qualification of Tenders

Please note that qualifications to a tender submission may render the tender submission invalid, this includes any qualification of financial offers, will result in the automatic elimination of a tender.

5.7 Response Submission Requirements

The deadline date and time for receipt of tenders is **12.00pm, 15th July 2026**. Tenders must be submitted via the electronic postbox available on www.etenders.gov.ie. Only Tenders submitted to the electronic postbox will be accepted. Tenders submitted by any other means (including but not limited to by email, fax, post or hand delivery) will NOT be accepted. **Tenders that are received late WILL NOT be considered in this Competition.**

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation in their Tender before the Tender Deadline (as defined in paragraph 2.6.2).

Tenderers should take into account the fact that upload speeds vary.

Tenderers must note that in the electronic tenderbox, there is a current file size limit of 250MB for each single file uploaded, with a maximum total limit of 2GB for all documentation (combined) in the Tender submitted.

In order to submit a Tender to the electronic tenderbox, Tenderers must ensure that they follow the necessary steps on the eTenders platform to ensure that their tender has been submitted properly, which includes ensuring that the "Submit" button has been clicked. In the event that Tenderers need to modify or change any aspect of their Tender before the Tender Deadline, the Tender in its entirety will need to be re-submitted. Tenderers should be aware that the "Submit" button will be disabled automatically at the Tender Deadline.

Tender Upload

The submission must be uploaded as a single zip file, and not individual documents/files. Within the zip file, there must be a separate folder structure for the Suitability Assessment Questionnaire (UCDOPP5582 QC2 Part 1 and 2, and Appendices).

The following documents can be included as individual files within the zipped file:

- UCDOPP5582 Tender Response Document
- UCDOPP5582 Pricing Schedule (THIS DOCUMENT MUST BE RETURNED SEPERATELY FROM ANY OTHER DOCUMENTS TO ENSURE A COMPLIANT SUBMISSION)
- UCDOPP5582 ESPD
- Acceptance of ITT by Tenderer printed on the Tenderers' headed notepaper and signed by the Tenderer in pdf

Tenders must be submitted in English, must not include embedded files or be submitted in RAR format.

The Tenderer warrants, represents and undertakes that the information set out in its Tender is accurate and that it has been set out in full awareness of the consequences of misrepresentation.

5.8 Consortia and Prime/Subcontractors

Where a group of undertakings (in whatever form and regardless of the legal relationship between them) come together to submit a Response to this ITT, the Contracting Authority will deal with all matters relating to this Competition through a single nominated entity authorised to represent all members of the group of undertakings. The Tenderer must provide details of all members of the group of undertakings and their role in the Response and clearly and comprehensively set out the contact details including name, title, telephone number, postal address, facsimile number and email address of the nominated entity authorised to represent the Tenderer and to whom all communications shall be directed and accepted until this Competition has been completed or terminated. Correspondence from any other person will NOT be accepted, acknowledged or responded to.

Tenderers shall in their Responses be required to designate a single entity who will carry overall responsibility for any Framework Agreement that may be awarded (the "Prime Contractor"), irrespective of whether or not tasks are to be performed by a subcontractor or other consortium member (the "Sub-contractor").

5.9 Extension of Tender Period

The Contracting Authority reserves the right, at its sole discretion, to revise the deadline date for receipt of tender submissions by giving notice in writing to Tenderers at any point up to the deadline date contained in this Invitation to Tender document.

5.10 Notice of Addenda

The Contracting Authority reserves the right at any time before the Tender Deadline, to update or amend the information contained in this document. Participating Tenderers will be informed of any such amendment through eTenders. Any such notification will automatically become part of this Invitation to Tender document.

5.11 Cost of Preparation of Tender Submissions

The Contracting Authority will not be liable for any costs incurred by Tenderers in the preparation and submission of tenders and/or any associated work effort or costs (legal or otherwise) arising as a result of participation in this competition, regardless of the outcome or conduct of the competitive process.

5.12 Clarification of Abnormally Low Tenders

In the event that the Contracting Authority considers the Tender submission to be commercially unsustainable or otherwise problematic in light of the tendered price or any other financial matter, the Tenderer shall be invited to provide clarification to the Contracting Authority in respect of all elements of the tender submission that the Contracting Authority deems relevant. Any failure to satisfactorily comply with such a request, or to satisfactorily address the Contracting Authority's concerns, may, at the discretion of the Contracting Authority, result in the elimination of the tender in question.

It is emphasised that the Contracting Authority reserves a comparable right to clarify and, ultimately, to reject, commercially unsustainable tenders of any description, including those proposing unrealistic work time estimates or unworkable models of works.

5.13 Tender Validity Period

To allow sufficient time for tender assessment, a tender validity period of twelve months is required, commencing on the deadline date for receipt of tender submissions.

5.14 Currency

Tender prices and any other financial information must be submitted in Euro (€) only. All invoices and payments will be in Euro (€) only. No increase in tender prices shall be accepted for the duration of the Framework Agreement, save as is provided in the Framework Agreement.

5.15 Confidentiality

The distribution of this Invitation to Tender document is for the sole purpose of obtaining Tender submissions as referred to therein. The distribution of this document does not grant permission or licence to use the documents for any other purpose. Tenderers are required to treat the details of all documentation provided in connection with this competition as private and confidential.

Similarly, the Contracting Authority undertakes to use all reasonable endeavours to ensure that any confidential information received from Tenderers is not disclosed to third parties, subject always to its obligations under law and the applicable provisions of the Freedom of Information Acts. In this regard, Tenderers are asked to consider if any of the information supplied by them in response to this Invitation to Tender document should not be disclosed because of its sensitivity. Tenderers must specify the precise information that is sensitive and the reasons for its sensitivity. Tenderers are advised that it is not sufficient to merely include a statement of confidentiality encompassing all information contained in a tender submission.

The Contracting Authority cannot guarantee that any information provided by Tenderers, either in response to this Invitation to Tender or in the course of any Framework Agreement established as a result thereof, will not be released pursuant to the Contracting Authority's obligations under law, including the Freedom of Information Acts 2014 and the European Communities (Access to Information

on the Environment) Regulations 2007 to 2014, information provided by them during this Competition may be liable to be disclosed.

5.16 Publicity

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

5.17 Conflict of Interest

Any conflict of interest or potential conflict of interest on the part of a Tenderer, Subcontractor or individual employee(s) or agent(s) of a Tenderer or Subcontractor(s) must be fully disclosed to the Contracting Authority as soon as the conflict or potential conflict is or becomes apparent. Tenderers are required to declare that the preparation of their Tender was carried out independently. In the event of any actual or potential conflict of interest, the Contracting Authority may invite Tenderers to propose means by which the conflict of interest might be removed and in circumstances where there are links between Tenderers, the Contracting Authority may seek further information to confirm the Tenders have been prepared independently. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from this Competition or terminating any Framework Agreement entered into by a Tenderer.

5.18 Data Protection

In this clause 5.16, “Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection Regulation”), and any guidelines and codes of practice issued by the Office of the Data Protection Commissioner or other supervisory authority for data protection in Ireland from time to time.

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

The Tenderer, as Data Controller in respect of any Personal Data provided by it in its response, is required to confirm in the statement required in Section 8. Acceptance of the ITT by Tenderer that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) whose Personal Data is provided by the Tenderer have consented to the processing of such Personal Data by the Tenderer, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of the participation of the Tenderer in this Competition or that the Tenderer otherwise has a legal basis for providing such Personal Data to the Contracting Authority for the purposes of its participation in this Competition.

5.19 Conflicts, Registrable Interests and Corrupt Gifts

If the name on the Tender documentation (including supporting documents such as tax clearance certificate) does not match that given in the tender submission, or the name in which the tender is submitted, evidence must be provided to show they are one and the same entity and/or can rely on the resources of the third party company. Failure to provide satisfactory evidence as part of the tender submission may lead to disqualification.

The Contractor confirms that it has carried out a conflicts of interest check and is satisfied that neither it nor any SubContractor nor agent as the case may be has any conflicts in relation to the requirements and its obligations undertaken under this Agreement. The Contractor hereby undertakes to notify the Client immediately should any conflict or potential conflict of interest come to its attention during the currency of this Agreement and to comply with the Client's directions in respect thereof. In the event of such notification, the Client shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages.

Any registrable interest involving the Contractor (and any SubContractor or agent as the case may be) and the Client, the Ceann Comhairle (Speaker), or any member of the Government, or any member of the Oireachtas, or their relatives must be fully disclosed to the Client immediately upon such information becoming known to the Contractor (SubContractor or agent as the case may be) and the Contractor shall comply with the Client's directions in respect thereof, to the satisfaction of the Client. In the event of such disclosure, the Client shall have the right (in addition to any other rights which it has at law) to terminate this Agreement immediately and without liability for compensation or damages. The terms "registrable interest" and "relative" shall be interpreted as per section 2 of the Ethics in Public Office Act, 1995 (as amended) a copy of which is available on request.

The Contractor shall not offer or agree to give any public servant or civil servant 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 this or any other public contract. Any breach of this clause 20C or the commission of any offence by the Contractor, any SubContractor, agent or employee under the Criminal Justice (Corruption Offences) Act 2018 shall entitle the Client to terminate this Agreement immediately and without liability for compensation or damages and to recover the amount of any loss resulting from such cancellation, including but not limited to recovery from the Contractor of the amount or value of any such gift, consideration or commission.

5.20 Interference

Any effort by a Tenderer to unduly influence the Contracting Authority, its personnel or any other relevant persons or bodies regarding the process of examination, clarification, evaluation and comparison of tenders and any decisions concerning the establishment of the Framework Agreement shall result in the elimination of said Tenderer's tender submission.

5.21 Prohibition on Canvassing

Any Tenderer who, in connection with this competition:

- (a) offers any inducement, fee or reward to any member, officer or employee of the Contracting Authority or any person acting as an advisor to the Contracting Authority in connection with the competition; or
- (b) takes any step constituting a breach of the S.I. No. 298/2018 - Criminal Justice (Corruption Offences) Act 2018 (Commencement) Order 2018; or
- (c) canvasses any of the persons referred to in paragraph (a) above in connection with the competition; or
- (d) contacts any officer or employee of the Contracting Authority prior to the Framework Agreement being established about any aspect of the competition in manner not permitted by this Invitation to Tender document

may be eliminated from the competition, without prejudice to any other civil remedies available to the Contracting Authority and without prejudice to any criminal liability such conduct by a Tenderer may attract.

5.22 Prohibition on Collusion

Tenderers' attention is drawn to the Competition Act 2002 (as amended, the "2002 Act"), referred to collectively as the Competition Acts 2002 to 2022. This act makes it a criminal offence for Tenderers to collude on prices or terms in a public procurement competition.

Any Tenderer who, in connection with this competition:

- (a) fixes or adjusts the amount or terms of their tender submission by or in accordance with any agreement or arrangement with any other Tenderer (other than a member of their own grouping or consortium); or
- (b) enters into any agreement or arrangement with any other Tenderer that they shall refrain from tendering or as to the amount or terms of any tender to be submitted; or
- (c) causes or induces any person to enter into such an agreement or arrangement as referred to in paragraphs (a) or (b) above; or
- (d) informs any Tenderer of the amount, approximate amount or terms of any rival tender; or
- (e) canvasses any other Tenderer in connection with this competition; or
- (f) offers or agrees to pay or give, or does pay or give, any sum of money, inducement or valuable consideration directly or indirectly to any person for any information in connection with any rival tender submission; or
- (g) communicates to any person other than the Contracting Authority the amount or approximate amount or terms of his proposed tender submission (except in the event that such disclosure is made in confidence and is necessary for the preparation of the tender submission); or
- (h) contacts any officer or employee of the Contracting Authority prior to the Framework Agreement being established about any aspect of the competition in manner not permitted by this Invitation to Tender document may be eliminated from the competition, without prejudice to any other civil remedies available to the Contracting Authority and without prejudice to any criminal liability such conduct by a Tenderer may attract.

5.23 Environmental, Social and Labour Law

In the performance of any Framework Agreement awarded, the Contractor(s), and their Subcontractors (if any), shall be required to comply with all applicable obligations in the field of environmental, social and labour law that apply at the place where the requirements are provided, that have been established

by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the Regulations.

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

5.24 Notification of Tender Evaluations

No contract can or will be executed or take effect until at least fourteen (14) calendar days after the day on which the Tenderers have been sent a notice informing them of the result of this Competition (the “Standstill Period”) if such notice is sent by electronic means. The preferred bidder will be notified of the decision of the Contracting Authority and of the expiry date of the Standstill Period.

Tenderers should note that the Contracting Authority may, when notifying Tenderers of the results of this Competition, include the scores obtained by the Tenderer concerned and the scores obtained by the preferred bidder in respect of each award criterion assessed by the Contracting Authority.

5.25 Pre-Award Presentations Meetings

The successful Tenderers may be required to make a presentation on their organisation prior to the award of the Framework Agreement. The Contracting Authority will not be responsible for the cost of such presentations. Performance at presentations will NOT be evaluated.

5.26 Acceptance of the ITT Requirements

Each Tenderer is required to accept the provisions of this ITT and all associate documentation. ALL TENDERERS MUST RETURN, with their Tender, a scanned signed copy of the Tenderer’s Statement, as set out in Section 8. Acceptance of the ITT by Tenderer, **printed on the Tenderer’s letterhead**. The Contracting Authority must be able to read the scanned signature of the Tenderer. If possible, please sign documents using blue ink. If the Contracting Authority cannot read the scanned signature, Tenderers may be requested to resubmit. Tenderers may not amend the Acceptance of the ITT Requirements.

5.27 Return of Signed Contracts

The Tenderer must sign and return any Framework/Contracts to the Contracting Authority no later than five (5) calendar days from the date of expiry of the Standstill Period unless notified otherwise in writing by the Contracting Authority.

A signed Agreement/ Contract returned by the Contractor is not binding on the Contracting Authority until the Contracting Authority has signed the Agreement/ Contract. Where the signed Agreement/ Contract has not been received by the Contracting Authority within the period as specified then the

Contracting Authority may proceed to award the Agreement/ Contract to the next highest-ranked Tenderer.

5.28 Withdrawal From This Competition

Tenderers are required to notify the Contracting Authority immediately, via the e-tenders website, if at any stage they decide to withdraw from this Competition.

5.29 Third Country Economic Operators

The Tenderer must not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same). Also, the origin of goods connected to this tender, if any, must not be subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

For the purposes of Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same), the Contracting Authority may require information from the Tenderer in relation to the status of any proposed subcontractor(s) including, but not limited to, in respect of natural persons, copies of identity documents and, in respect of legal persons, a certificate or extract from the commercial register or other competent authority of the country in which the person is established.

The Contracting Authority would also refer the Contractor in particular to the provisions of Regulation (EU) 2022/1031 on the access of third country economic operators, goods and services to the Union's public procurement and concession markets and procedures supporting negotiations on access of Union economic operators, goods and services to the public procurement and concession markets of third countries (International Procurement Instrument – IPI), and to their obligation to comply therewith.

In particular, tenderers and candidates should note in Article 6 of Regulation (EU) 2022/1031, the obligations for a Contracting Authority in the context of a procurement procedure where the EU Commission has adopted an IPI measure.

6. IMPORTANT NOTICES

6.1 Governing Law, Choice of Jurisdiction and Execution

The Framework Agreement and any Contract awarded shall in all aspects be governed by and construed in accordance with the laws of Ireland and the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement or any Contract awarded.

6.2 University Property

Contractors shall be responsible for the proper custody and care of any property furnished for use in connection with the performance of any Contract awarded or purchased for the purposes of Contract. Contractors will reimburse the University for any loss or damage caused by him or his agents.

If the PW-CF9 Framework Agreement or any Contract is terminated, Contractors will not be relieved of liability to the University for damages sustained by the University by virtue of any breach of any Contracts or failure to perform and the University may withhold payment to Contractors for the purpose of offsetting such costs until such time as the exact amount of damages due to the University from such breach or failure can be determined.

6.3 Relationship Between Parties

The Contractor is retained by the Contracting Authority only for those purposes and to the extent set out in the relevant agreement, and the relationship of the Contractor to the Contracting Authority shall during the term of the agreement be that of independent Contractor. The Contractor shall be responsible for the payment of any taxes on any monies received from the Contracting Authority.

6.4 Priority of Conditions Framework Agreement

If there is any conflict, it is a fundamental term of the Tender that the Tenderer acknowledges and accepts that the terms and conditions of the University shall prevail.

6.5 Invoicing

The Contractor for any Contract awarded will be paid on submission of monthly VAT invoices and comprehensive timesheets, subject to satisfactory completion of the work deliverables as set out in the service specification herein and in accordance with any future UCD requirements or adjustments to the specification during the course of the Framework Agreement. Timesheets may be subject to audits carried out by the Contracting Authority. A schedule of payments will be agreed with the Contractor for individual contracts and written estimates of costs will be required on a timely basis to be agreed. Please see:

<https://www.ucd.ie/finance/financeoperations/accountspayable/ucdssupplierpaymentssystem/>

6.6 Contractor Staff Behavior

Any Tenderer awarded a Framework Agreement will be required to ensure that all personnel involved in the any project shall comply with all legal requirements and the UCD code of behaviour. UCD shall have the right to object to any person engaged by the Consultant in the performance of any projects where in the opinion of UCD the person's behaviour is unsatisfactory. The Consultant shall immediately address any complaint by UCD and shall replace the person at no cost to the UCD.

6.7 Negligence Claims

Any personal injury or other negligence claims issued against the Contractor by any Third Party should be notified in writing to the Office of Corporate and Legal Affairs, Roebuck Offices, UCD, Belfield,

6.8 Engagement with Other Contractors

Continually improving energy and water efficiency is a key UCD goal, all reactive and preventative maintenance activities are carried out in unison with the UCD ISO50001 energy management system. Contractors will be required to work closely with other internal and external contractors/providers including BMS, mechanical, electrical and building fabric specialists to ensure delivery of service in a safe, efficient and reliable manner.

6.9 Engagement with Other Consultants

The works may also include refurbishment projects and the Contractor may be required to operate as part of a multidisciplinary team, comprising Architects and other Works contractors and will be expected to liaise coordinate and often lead contractors.

6.10 Legislative Requirements

The Contractor shall ensure that all work practices, equipment and materials provided comply with all applicable legislation and conform to the latest relevant European/Irish Standards or equivalent as applicable, including but not limited to the following:

- Safety, Health and Welfare at Work 2007 (General Application) Regulations, [S.I No.299 and 732 of 2007]
- Safety, Health and Welfare at Work 2007 (General Application) Regulations - Part 2 - Chapter 2 - Use of Work Equipment
- All codes of practice which specifically apply to the Waste Management Services
- Safety, Health and Welfare at Work, (Construction) Regulations 2013.

6.11 Hourly Rate Price Changes

In relation to Year 3 and Year 4, Tenderers should note pricing may be increased only on the twelve month anniversary of start date of the Framework Agreement and on the subsequent twelve monthly anniversary thereafter in agreement with the Contracting Authority in line with the annual Customer Price Index most recently published at the time of the anniversary.

A breakdown of cost drivers with Verifiable evidence in writing justifying these changes must be submitted with any price change request.

7. HOW TENDERS WILL BE EVALUATED

7.1 Suitability Assessment Questionnaire

All Tenderers who are successful in the Suitability Assessment Questionnaire pass/fail requirements will be evaluated under the Award Criteria detailed below.

Any Tender that is unsuccessful in the pass/fail will be eliminated from the competition. A Framework Agreement will be awarded on the basis of the most economically advantageous tender to the highest ranked six Tenders as identified in accordance with the Award Criteria.

Tenderers responses to the qualitative assessment will be evaluated according to the scoring matrix detailed in 7.3 below.

7.2 Qualitative Award Criteria

All Tenderers who are successful in the Suitability Assessment Questionnaire pass fail requirements will be evaluated under the Award Criteria detailed below.

Please see 7.4 Scoring Matrix below for information on the scoring matrix that will be used by the Evaluation Team to evaluate all submissions.

Award Criteria	Maximum Weighted Marks Available	Minimum Score Required	Maximum Page Count
A. Tenderer's expertise in providing the requisite Design Services practice areas relevant to the scale and scope required	300	180	8
B. Quality of the Tenderer's overall approach and implementation to environmental and social considerations in the delivery of services	300	180	8
Total Marks	600	360	

A. Tenderer's expertise in providing the requisite Design Services practice areas relevant to the scale and scope required– 300 marks (8 pages maximum)

Tenderers must provide a clear and comprehensive methodology detailing how they will provide the requisite Design Services practice areas relevant to the scale and scope required. Tenderers should note that expertise is considered to be: relevant knowledge, skill, or practice derived from direct participation in the delivery of such services.

Tenderers **must, at a minimum:**

Provide, by way of a concise and comprehensive description and demonstrable evidence, the Tenderer's relevant acquired expertise and demonstrate how this expertise and evidence is relevant to the Services of the scale and scope such as may be required by the Contracting Authority. (biographical summaries are not required).

The response to this Award Criterion must demonstrate the Tenderer's acquired expertise and demonstrable evidence in respect of the five interdisciplinary practice areas set out directly below:

- Architect
- Civil/Structural Engineer.
- Building Services Engineers.
- Quantity Surveyor.
- Fire Safety Consultant.

B. Tenderer's overall approach and implementation to environmental and social considerations in the delivery of services – 300 marks (8 pages maximum)

Tenderers must provide a clear and comprehensive methodology detailing overall approach and implementation to environmental and social considerations in the delivery of service.

Tenderers **must, at a minimum:**

Demonstrate by way of detailed description and quantifiable metrics the Tenderer's overall proposed approach to support and implement environmental and social considerations into their practices at a national or local community level in the delivery of services awarded under the Framework Agreement.

Such measures may include but are not limited to, for example:

- the practical steps that the tenderer will take to deliver the contract in an environmentally sustainable manner, including sustainability awareness training for personnel involved in contract fulfilment;
- prevention or minimisation of waste;
- use of recycled products and recycling facilities;
- energy conservation in buildings and use of equipment;
- minimising storage requirements and use of paperless office solutions;
- providing alternatives to one-use disposable products;
- ecology initiatives;
- gender pay equality, diversity and inclusion in the workplace initiatives;
- paid employment opportunities for those who face barriers to employment due to, for example, socio-economic, educational or disability factors;
- work experience placements for those who face barriers to employment due to, for example, socio-economic, educational or disability factors;
- training/support and guidance in place for work experience placement participants, including progression support;
- support related to skills and educational development designed to encourage people to enter or re-enter employment and training; or
- the provision of pro bono services: this is a commitment by each firm awarded service contracts under this Framework to work towards delivering up to 20 hours Pro-Bono services on an annual basis. Note: Tenderers are requested to confirm that any such pro bono provision will be additional to any activities your organisation already undertakes

Please note the following rule regarding your responses to the above Award Criteria:

Responses to the Award Criteria must be completed in the Tender Response Document only, available for download on www.etenders.gov.ie using the response boxes provided.

Please note the following rules with regard to response to the criteria:

- 1) The response to the criterion above is limited to the page number above plus any required appendices. The response length is based on minimum font size 11, spacing 1.5 and minimum margins of 1.5cm. One A4 page means one side. Where the Tenderer's response exceeds this limit, the

Contracting Authority will only read and evaluate the Tenderer's response up to the specified maximum page count. Any content in excess of the page count limit will not be read or evaluated.

2) Any additional information included as appendices, for example in the form of tables, brochures, graphics, or charts is NOT permitted in response to the award criteria. Any such information submitted will NOT be considered.

7.3 Ultimate Cost (400 marks)

Tenderers are required to complete UCDOPP5582 Pricing Schedule. **Please enter the Tenderer Name in cell B3 and complete all cells highlighted in yellow. Pricing must include VAT. See 6.11 Hourly Rate Price Changes in this ITT regarding hourly rate changes for Year 3 and Year 4.**

A fully completed excel pricing spreadsheet and a PDF copy or scan of each worksheet should be included in the tender return.

The Tenderer whose total Ultimate Cost (all-inclusive price) is the lowest shall be awarded the maximum marks available (400), and all other Tenderers shall be marked relative to the lowest priced Tender using the following formula:

$$\frac{\text{Maximum number of marks available (400)} \times \text{Lowest Ultimate Cost}}{\text{Ultimate Cost under evaluation}}$$

7.4 Scoring Matrix

Responses to the award criterion above will be evaluated according to the following scoring matrix below.

The following rules apply:

1. Tenderers must achieve the "Minimum Score Required" as detailed in the Qualitative Award Criteria in order to pass to the next stage of the Competition.
2. All Tenders that achieve the "Minimum Score Required" in the criterion will be evaluated under the Ultimate Cost.
3. Tenderers who fail to achieve the "Minimum Score Required" in the Qualitative Award Criterion will be eliminated from the Competition and shall not be evaluated for Ultimate Cost.

Weighting	Meaning
91% - 100%	A response that demonstrates an excellent level of quality, credibility, and understanding of requirements and provides comprehensive and convincing assurance that the Tenderer will deliver to an excellent standard.
80% - 90%	A response that demonstrates a very good level of quality, credibility, and understanding of requirements and provides assurance that the Tenderer will deliver to a very good standard.

60% - 79%	A response that demonstrates a satisfactory level of quality, credibility and understanding of requirements and gives reasonable assurance of delivery to an adequate standard but does not provide sufficiently convincing assurance to award a higher mark.
30% - 59%	A response where reservations exist. Lacks full credibility/convincing detail, and there is a significant risk that the response will not be successful.
1% - 29%	A response where serious reservations exist. This may be because, for example, insufficient detail is provided, and the response has fundamental flaws, or is seriously inadequate or seriously lacks credibility with a high risk of non-delivery.
0%	Response completely fails to address the criterion under consideration.

7.5 How Final Scores will be Calculated

The total score awarded for a Tenderer will be the cumulative total of marks received for the Qualitative Award Criteria and the Ultimate Cost to arrive at a total mark for the Tenderer out of a maximum of 1,000 marks.

The top ranked six ranked Tenderers that achieve the highest marks under the Award Criteria, subject to each Tender being a compliant Tender in accordance with the rules of the Competition will be awarded a Framework Agreement.

7.6 Tie Break Rule

In the event that there is a tie in total marks awarded (i.e. two or more highest ranking Tenderers obtain the same total mark for positions 1 - 6), the following tie-break rules will be adopted:

- (i) The Tenderer who has been awarded the highest overall mark for the Qualitative Award Criteria element (non-cost related element) of their Tender will be deemed to be the higher ranking.
- (ii) In the unlikely event that the Tenderers have received the same marks for each of the Qualitative Award Criteria element, the Tenderer who has been awarded the highest marks for Ultimate Cost will be deemed to be the higher ranking Tenderer.

8. ACCEPTANCE OF THE ITT BY TENDERER

[Tenderers shall complete and return the following form of Tenderers' Statement printed on the Tenderers' headed notepaper and signed by the Tenderer.]

TENDERERS' STATEMENT

TO: University College Dublin (and any wholly owned subsidiary thereof) (the "Contracting Authority")

RE: Invitation to Tender for Multi-Operator Framework Agreement for Integrated Design Team Services for UCD Minor Works / Construction Projects and the UCD Building Care Programme

Having examined your Invitation to Tender (ITT), the Suitability Assessment Questionnaire, the Framework Agreement, the COE1 – Standard Conditions of Engagement for Consultancy Services (Technical) and all other published documentation, we hereby agree and declare the following:

1. We understand the nature and extent of the Consultancy Services required to be delivered as described;
2. We accept all of the Terms and Conditions of the Invitation to Tender document, Suitability Assessment Questionnaire, the Framework Agreement, the COE1 – Standard Conditions of Engagement for Consultancy Services (Technical);
3. We undertake to treat the details of this Invitation to Tender document, the resulting tender submission and any subsequent clarifications as private and confidential;
4. We agree that, if awarded any Framework Agreement we shall carry out all necessary Health and Safety training and associated statutory provisions required;
5. We agree that, if awarded any Framework Agreement we shall, in the performance of such agreement, comply with all applicable obligations in the field of environmental, social and labour law and will source any goods or services in countries subject to official international trading sanctions;
6. Acknowledge that acceptance by the Contracting Authority of a tender will not constitute a binding and enforceable agreement and that a legally enforceable agreement will not exist until and unless the Framework Agreement has been formally established by the Contracting Authority; and
7. We confirm that all Data Subjects whose Personal Data is provided in our Tender have consented to the processing of such Personal Data by us, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of our participation in this Competition or that we otherwise have a legal basis for providing such Personal Data to the Contracting Authority for the purposes of our participation in this Competition and that we will provide evidence of such consent and / or legal basis to the Contracting Authority upon request.

8. We do not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).
9. The origin of goods connected to our Tender, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).
10. The subcontractor(s) on whose capacity we rely as part of our Tender (where the value of that subcontract exceeds 10% of the value of the Contract) does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

SIGNED (Authorised Signatory)	Company
Print name	Address
Date	