



UL-1022

ESTABLISHMENT OF MULTIPLE OPERATOR FRAMEWORK AGREEMENT

FOR

MECHANICAL CONTRACTORS

FOR

SMALL CAPITAL WORKS PROJECTS

AT

UNIVERSITY OF LIMERICK

PROJECT INFORMATION MEMORANDUM

Date: June 2026

1. Introduction

1.1 Overview

University of Limerick (UL) (the ‘Authority’) intends to establish frameworks of contractors for undertaking Small Capital Works Projects on the University Campus, and properties owned, leased, or managed by the University and its subsidiary entities.

The Framework Agreements are intended to support the efficient procurement and delivery of a broad range of refurbishment, upgrade, maintenance, infrastructure, sustainability, lifecycle replacement, and small capital works projects within live operational environments.

The following frameworks will be established;

- Main Contractors
- Mechanical Contractors
- Electrical Contractors

This framework competition related specifically to the establishment of the Mechanical Contractors framework, with references to the other contractor frameworks included for overall context only.

1.2 Purpose of this Document

This Project Information Memorandum (“PIM”) forms part of the procurement documentation associated with the establishment of the Framework Agreements and should be read in conjunction with:

- the Contract Notice;
- the Suitability Assessment Questionnaire (“SAQ”);
- all appendices and supplementary documentation;
- and any clarifications issued during the procurement process.

This document provides Applicants with information relating to:

- the proposed Framework Agreements;
- the procurement process;
- the operational environment;
- framework governance arrangements;
- and the requirements associated with participation in the competition.

1.3 Framework Structure

Separate Framework Agreements shall be established for each Lot.

Subject to the availability of a sufficient number of suitably qualified Applicants:

- a minimum of five (5) and a maximum of seven (7) Contractors may be appointed to each Framework Agreement.

The Contracting Authority reserves the right to:

- appoint fewer Contractors;
- amend the proposed framework structure;
- or discontinue any framework where considered necessary.

1.4 Framework Operation

Subsequent projects on the framework will be awarded by mini competition amongst the contractors appointed to the separate Multiple Operator Framework Agreements. Contractors may be appointed individually or as a team depending on the requirements of individual contracts.

The Contracting Authority reserves the right to:

- appoint lead contractors depending on project-specific requirements;
- procure specialist works separately where appropriate;
- and coordinate integrated project delivery arrangements across multiple framework lots.

Where a contract designates a lead contractor, which may be the main contractor, the mechanical contractor or the electrical contractor, sub-contractor appointments in this instance must be from the other selected framework agreements.

1.5 Contracting Entities

Contracts awarded under the Framework Agreements may be entered into by:

- University of Limerick; and/or
- subsidiary or associated entities including, but not limited to, Plassey Campus Developments Ltd.

1.5 Non-Exclusivity

The Framework Agreements shall be non-exclusive.

The Contracting Authority reserves the right at any time to:

- procure works outside the Framework Agreements;
- establish alternative procurement arrangements;
- or appoint alternative contractors where considered appropriate.

No guarantee is given regarding:

- the volume of work;
- frequency of call-off contracts;
- value of projects;
- or distribution of projects during the Framework term.

1.7 Existing Frameworks

This Framework Agreement will replace the Framework Agreement for Small Capital Works Projects established in 2020.

1.8 Framework Agreement Documentation

A draft form of the Framework Agreement for Construction Work which will be entered into with successful Applicants for each framework is included at Appendix A.

2. Project Overview

2.1 Scope of Works

The works to be carried out under the separate Frameworks will comprise small capital works / maintenance projects on the University of Limerick Campus or on properties owned by the University of Limerick or its subsidiaries.

Projects undertaken under the Framework Agreements may include, but shall not be limited to:

Main Building Contractors

- refurbishment works;
- building alterations and extensions;
- fit-out projects;
- structural and civil works;
- roofing and envelope works;
- accessibility upgrades;
- public realm works;
- and associated multidisciplinary construction projects.

Mechanical Contractors

- HVAC installations and upgrades;
- heating and chilled water systems;
- boiler and plantroom replacement works;
- ventilation systems;
- controls and BMS interface works;
- public health and plumbing services;
- laboratory and specialist ventilation systems;
- sustainability and decarbonisation projects;
- heat pump installations;
- lifecycle replacement works;
- and associated mechanical services works.

Electrical Contractors

- LV electrical installations;
- lighting and emergency lighting systems;
- fire alarm systems;
- ICT and structured cabling installations;
- power distribution works;
- controls and BMS interface works;
- security systems;

- UPS and standby power systems;
- EV charging infrastructure;
- energy efficiency upgrades;
- lifecycle replacement works;
- and associated electrical services works.

2.2 Project Value Ranges

The anticipated project value ranges are as follows:

- Main Building Contractors: €0,000 to €5,000,000 excluding VAT;
- Mechanical Contractors: €0 to €2,000,000 excluding VAT;
- Electrical Contractors: €0 to €2,000,000 excluding VAT.

The values identified above are indicative only and shall not constitute any guarantee regarding project value, volume, or frequency.

2.3 Operational Environment

Projects will generally be undertaken within live operational environments including:

- academic buildings;
- laboratories and research facilities;
- residential accommodation;
- sports facilities;
- administration buildings;
- public realm infrastructure;
- and associated campus facilities.

Works may involve:

- occupied buildings;
- restricted access areas;
- phased works;
- out-of-hours working;
- service continuity requirements;
- and coordination with concurrent construction activities.

Contractors shall be required to minimise disruption to:

- teaching activities;
- research operations;
- examinations;
- conferences and events;
- residential operations;
- and general campus activities.

2.4 Framework Duration

The Framework Agreements shall operate for:

- an initial period of two (2) years;
- with an option to extend for one (1) further year;
- and a further optional extension of one (1) additional year.

Any extension shall be at the sole discretion of the Contracting Authority.

3. Procurement Procedure

3.1 Procurement Process

The procurement process shall be conducted using a Restricted Procedure comprising two stages. Following evaluation of the Suitability Assessment Questionnaire submissions at Stage 1, the Authority shall shortlist Applicants in accordance with the shortlisting provisions set out in this Project Information Memorandum. Only those Applicants shortlisted at Stage 1 shall be invited to participate in Stage 2 and submit a tender in response to the Invitation to Tender.

Stage 1 – Suitability Assessment Questionnaire (SAQ)

Applicants shall submit responses to the SAQ for assessment of:

- financial standing;
- economic capacity;
- technical capability;
- relevant experience;
- health and safety competence;
- environmental management;
- quality management;
- and organisational capacity.

The Suitability Assessment Questionnaire (SAQ) submissions will first be checked for compliance with the requirement of this Project Information Memorandum and the SAQ. Any responses, which do not comply with these requirements, may be excluded from further consideration.

The SAQ submissions will be evaluated according to a minimum (*Pass/Fail*) and qualitative (*Percentage Mark*) standard with respect to the financial, economic and technical capacity information and relevant experience of each Applicant.

Each question within the SAQ MUST be answered. If a particular question is not relevant to the applicant's company, or not relevant to the applicants' position as consortium or individual company, then please state by noting "N/A" in the answer box, otherwise a question left blank may be taken as a negative answer and points may be deducted or a pass/fail event occur.

A notice has been published by the Authority on OJEU/e-tenders with respect to this process, inviting submissions from interested parties for inclusion on separate Multiple Operator Framework Agreements for contractors. This Project Information Memorandum provides additional information in relation to the competition.

Stage 2 – Invitation to Tender (ITT)

Shortlisted Applicants shall be invited to tender for:

- an initial call-off contract;
- and admission to the relevant Framework Agreement.

The Authority intends to award the initial 'Call-off Contract' for each framework to the Tenderer who submits the most economically advantageous tender (MEAT) based on the contract award criteria to be set out in the ITT.

3.2 Shortlisting

Subject to the availability of a sufficient number of suitably qualified Applicants:

- a maximum of ten (10) Applicants may be shortlisted for Main Contractors;
- a maximum of seven (7) Applicants may be shortlisted for Electrical Contractors and Mechanical Contractors.

3.3 Framework Appointment

The Contracting Authority intends to appoint:

- a minimum of five (5);
- and a maximum of seven (7)

Contractors to each Framework Agreement.

3.4 Call-Off Contracts

Projects awarded under the Framework Agreements shall generally be procured by mini-competition among the Contractors appointed to the relevant Framework Lot.

The Contracting Authority reserves the right to:

- issue project-specific award criteria;
- establish project-specific technical requirements;
- and determine the most appropriate delivery model for each project.

3.5 Evaluation Methodology

SAQ submissions shall be evaluated using:

- Pass / Fail criteria; and
- Qualitative assessment criteria.

The evaluation methodology and scoring structure are set out within the SAQ documentation.

3.6 Clarifications and Supporting Information

The Contracting Authority reserves the right to:

- seek clarifications;
- request additional supporting evidence;
- and verify information submitted by Applicants.

Applicants shortlisted following Stage 1 may be required to submit supporting evidence within seven (7) calendar days of request.

4. Application Process

- 4.1 The SAQ (QW1), with corresponding Supplements and Appendices form a single application document to be completed and submitted by Applicants. The SAQ, Supplements and Appendices are available in Microsoft Word format so that Applicants can complete it electronically.
- 4.2 Where companies form a Partnership or Joint Venture (JV) they must submit a combined SAQ, which will be assessed as a single entity. All Supplements and Appendices of the SAQ must be completed by each entity of the Partnership or JV.
- 4.3 Applications may be submitted by a single candidate or by a consortium. A consortium will not be required to convert into a specific legal form in order to submit an application, but may be required to do so prior to award of a contract if the Authority considers it necessary to ensure that the contract is carried out to its satisfaction. The Authority also reserves the right to contract with each member of the consortium on the basis of joint and several liability, or with one member of the consortium as lead with a number of sub-contractors, or on any other basis the Authority considers appropriate. Applicants considering setting up a consortium or joint venture should note that the Authority will require commencement of works under the separate Frameworks without delay.
- 4.4 The assessment process will be carried out in accordance with the rules set out in the SAQ.
- 4.5 Applicants should note that Health and Safety Supplements 3.4.1 and 3.4.2 of the SAQ will apply to this process.
- 4.6 The information in this Project Information Memorandum is provided in good faith for the guidance of Applicants (each, an “**Applicant**”), but no warranty or representation is given as to the accuracy or completeness of any of it and the Authority and its advisers shall not be under any liability for any error, misstatement or omission. Please note that the term “Applicant” is used for an individual bidder, partnership, consortium or any other type of joint venture.
- 4.7 None of the information shall constitute a contract or part of a contract between the Authority and any Applicant. The Authority reserves the right not to follow up this invitation in any way and/or to change the procedure and/or terminate discussions at any time. The Authority shall not be obliged to enter into an agreement with any Applicant. No legal relationship or other obligation shall arise between any Applicant and the Authority unless and until the

contract has been formally executed in writing and any conditions precedent to the effectiveness of such documents have been fulfilled.

- 4.8 The Applicant shall bear all costs associated with the preparation and submission of their application. The Authority shall not be responsible and/or liable to pay for any costs, expenses or losses which may be incurred by the Applicant in the preparation or submission of its application, or tender proposal or any associated work effort, including the supply of presentation material, samples, brochures, attending interviews or specifications for evaluation regardless of the conduct or outcome of the process, including the failure of the project to proceed or to complete.
- 4.9 The Authority reserves the right to amend this Project Information Memorandum, its requirements and any information contained herein at any time by notice, in writing, to the Applicants. Nothing in this Project Information Memorandum is, nor shall be relied upon as, a promise or representation as to the Authority's ultimate decision in relation to the award of contracts the subject of this competition.
- 4.10 Nothing contained in this Project Information Memorandum is, or shall be relied upon as, a representation of fact or promise as to the future. Any summaries or descriptions of documents or contractual arrangements contained in any part of this Project Information Memorandum cannot be and are not intended to be comprehensive, nor any substitute for the underlying documentation (whether existing or to be concluded in the future), and are in all respects qualified in their entirety by reference to them.
- 4.11 Irish law is applicable to this process. The Irish courts shall have exclusive jurisdiction in relation to any disputes arising from this process.

5. Reliance on Resources

- 5.1 Where, in order to prove its financial, economic and technical standing with a view to being admitted to the Framework, an Applicant or a member of an Applicant relies on the resources of entities or undertakings with which it is directly or indirectly linked, whatever the legal nature of those links may be (including, for example, but not limited to, reliance on a parent company's resources), it must establish that it has available to it the resources of those entities or undertakings which are necessary for performance of the Contract. For example, a letter from such other entity confirming that it will provide the necessary support will suffice. A guarantee from such entities may be required at contract award stage. If sufficient evidence is not provided, the Applicant or member of an Applicant will be evaluated based on its own financial, economic and technical standing.

6. Changes to Submissions

- 6.1 An Applicant may not make any changes to the information in its submission, without the written consent of the Authority. Such consent must be sought from the Authority in writing and the Authority may decide, at its absolute discretion, whether to accept or reject the change.

7. Confidentiality

- 7.1 This Project Information Memorandum and all accompanying documents shall be treated as private and confidential by the Applicant, who shall not release details of this Project Information Memorandum and/or any accompanying documentation other than on a confidential basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing their submissions.
- 7.2 Applicants shall not at any time release information concerning the Project Information Memorandum and/or accompanying documentation and/or scope of works and/or services for publication in the press or on radio, television, screen or any other medium.
- 7.3 The University of Limerick (UL) is subject to the provisions of the Freedom of Information Act 2014 as well as other legislation governing access to information. Therefore, where Tenderers consider any information they provide in the course of this competition to be commercially sensitive or confidential in nature, they should identify that information as “commercially sensitive” or “confidential” and specify the applicable reasons. The nature of the documentation may then be taken into account by UL in considering requests (if any) for access to such information under the Freedom of Information Act 2014 or other applicable law. Where required by law, UL will consult with Tenderers before making a decision on a request received. The statutory requirements of the Freedom of Information Act 2014 or other applicable law will, in all circumstances, take precedence over any designation of information advised by Tenderers. Tenderers should note that, on conclusion of the Framework Agreement for the services that are the subject-matter of this competition, a right of access to the contract and associated documents will be available to the extent required by the Freedom of Information Act 2014 or other applicable law.
- 7.4 The submission of any personal data (including any personal data contained in any curriculum vitae) (“Personal Data”) with a tender shall be deemed to constitute confirmation from the Tenderer that any such disclosures of Personal Data to UL are lawful such that the UL is able to evaluate the tenders.

Once it obtains any Personal Data, UL will act as data controller of such data and will retain it for (a) in respect of an unsuccessful tender, up to one year following completion of the appointment of the successful Tenderer and (b) in respect of a successful tender up to seven years following completion of the Services. For further information in relation to how the UL processes personal data, including a person's various rights under data protection law and details of how to contact UL, please refer to the UL Data Protection policy which is available at: www.ul.ie/dataprotection

- 7.5 The Authority shall have the right to publicise, or otherwise disclose, to any third party, information regarding the project, the Framework, the identity of parties seeking information in relation to the Framework, the identity of applicants and/or nomination of shortlisted and preferred Applicants (including details of their respective members, representatives, advisers, consultants, contractors, servants and/or agents); the process; and/or the award of the contracts at any time.
- 7.6 Applicants are expressly and strictly prohibited from discussing any aspect of their response or exchanging information or collusion.
- 7.7 Subject to the above, the Submissions will be treated on a confidential basis by the Authority and its advisers.

8. Amendments to and/or Clarifications of the Project Information Memorandum

- 8.1 If the Authority is of the opinion that a clarification of and/or amendment is required to be made to the Project Information Memorandum or its enclosures, and/or additional information is required to be issued, then the Authority shall be entitled to make such clarification of and/or amendment to the Project Information Memorandum or its enclosures and/or issue such additional information at any time.

9. Submission Requirements

- 9.1 If a Submission fails to comply in any respect with the requirements set out in the SAQ and corresponding supplements & appendices or is ambiguous, the Authority shall be entitled to take such action as it considers appropriate, including (but not limited to):
- (a) rejecting the relevant Submission as non-compliant;

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- (b) without prejudice to the Authority's right to reject the Submission:
- (i) seeking clarification from the Applicant in writing and/or by way of a meeting in respect of the relevant Pre-Qualification Submission, in accordance with the provisions of the SAQ;
 - (ii) requesting the Applicant to provide the Authority with information or items which have not been provided or have been provided in an incorrect form;
 - (iii) waiving a requirement which, in the opinion of the Authority, is minor or procedural; and/or;
 - (iv) amending the relevant requirements of this Project Information Memorandum and inviting Applicants to adjust their Submission on the basis of such revised requirement.

Provided, however, that no amendment and/or change to a requirement of this Project Information Memorandum and enclosures shall be permitted if, in the opinion of the Authority, the amendment and/or change, if accepted, would constitute a material amendment and/or change to the Authority's requirements.

- 9.2 The information requested in the SAQ should be submitted 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 evaluation process.
- 9.3 It is the Applicant's sole responsibility to submit all required information as requested in the questionnaire and the Authority is not obliged in any way to alert an Applicant to any information that an Applicant might have knowingly or unknowingly omitted.
- 9.4 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 in the assessment process. Applicants must complete this SAQ without referring to other documents (i.e. brochures etc.). The supplements and appendices required as part of this questionnaire should, however, be attached. Please note that only the information provided for in the questionnaire will be considered for evaluation. Applicants should not submit additional information, e.g. brochures etc. Unnecessary information causes undue delay and will not be evaluated.
- 9.5 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.

- 9.6 The information provided in the submission will be binding on any resulting contract and will be relied upon by the Authority.
- 9.7 Applicants must be prepared to contract under Irish law. Applicants should be aware that national legislation applies in matters such as Employment, Working Hours, Official Secrets, Data Protection and Health and Safety. Applicants must have regard to statutory terms relating to minimum pay and to legally binding industrial or sectoral agreements in preparing tenders.

10. Conflict of Interest

- 10.1 Any conflict of interest or potential conflict of interest must be fully disclosed to the Authority as soon as such conflict or potential conflict becomes apparent. In the event of any conflict or potential conflict of interest, the Authority shall, in its absolute discretion, decide on the appropriate course of action.

11. Queries

- 11.1 Applicants may raise queries via www.etenders.gov.ie using the contact details set out in the e-tenders Contract Notice.
- 11.2 Queries and responses will be forwarded to all applicants in order to ensure that no party has an unfair advantage over any other. The details of the person making a query will not be disclosed when circulating the response.

Queries must be raised as soon as possible and should be raised in any event no later than **7 working days** before the date set for receipt of Submissions. The Authority will endeavour to respond to queries within 1 day of the latest date for receipt of queries. The Authority has no obligation to respond to queries. If the Authority responds to a query, it will send the response to all Applicants. The Authority will not accept responsibility for information relayed (or not relayed) via third parties. If the SAQ documentation as issued by the Authority is in any way altered or edited, the subsequent tender may be deemed inadmissible.

- 11.3 If an Applicant becomes aware of any ambiguity, discrepancy, error or omission in or between these documents, it must immediately inform the Authority, even after the time for submitting queries has expired.

12. Response to Questionnaire

- 12.1 Applicants must submit ONE electronic copy of the completed application. These should be submitted through E-tenders, via the Tender Box.
- 12.2 Late, faxed or e-mailed SAQ's **will not** be accepted.
- 12.4 The completed SAQ and all Self Declaration Appendices must be duly signed and dated.
- 12.5 If a Tender fails to comply in any respect with the requirements set out in the tender documents or is ambiguous, the University of Limerick will be entitled to but not obliged to:
- Reject the submission as non-compliant.
 - Without prejudice to the right to reject the submission, meet with, raise issues and/or seek clarifications on the submission.
 - Without prejudice to the right to reject the submission, request the tenderer to provide information or items that have not been provided or provided in the incorrect format.
 - Without prejudice to the right to reject the submission, waive a requirement, which, in the opinion of the University of Limerick is not material and/or is procedural

Strict Requirements for Submissions

1. One soft copy to be submitted electronically via E-tenders Tender Box.
2. No company brochures to be submitted.
3. Information should be submitted in sequential order.

Please note that FAX or ELECTRONIC MAIL of the submission will not be accepted. It is the responsibility of the Applicant to ensure that the submission is electronically submitted by the designated date and time. Under no circumstance will consideration be given to any submission received after that time. Late submissions will be not be opened.

Please allow sufficient time to upload submission to the E-Tenders portal.

Canvassing of any employee of the University of Limerick shall not be acceptable and will lead to the disqualification of the Applicant from the process

13. Changes to Pre-Qualification Submissions

- 13.1 An Applicant may not make any changes to the information in its submission, without the written consent of the Authority. Such consent must be sought from the Authority in writing and the Authority may decide, at its absolute discretion, whether to accept or reject the change.

14. Framework Governance

14.1 Performance Management

The Contracting Authority reserves the right to monitor Contractor performance throughout the duration of the Framework Agreements.

Performance monitoring may include assessment of:

- quality of workmanship;
- programme delivery;
- health and safety performance;
- environmental performance;
- responsiveness;
- cooperation and coordination;
- and contract administration.

14.2 Contractor Review

The Contracting Authority reserves the right to:

- undertake periodic contractor reviews;
- issue performance improvement notices;
- suspend participation in mini-competitions;
- or remove Contractors from the Framework Agreement in accordance with the Framework terms.

14.3 Key Personnel

Contractors shall maintain sufficient suitably qualified personnel throughout the duration of the Framework Agreement.

Any proposed substitution of key personnel shall be subject to prior approval by the Contracting Authority.

14.4 Supply Chain Management

Contractors shall remain responsible for:

- the management of subcontractors;

- quality assurance;
- health and safety compliance;
- and project delivery performance.

15. Contractor Management System – Service Provider Set-up

The Buildings and Estates Department in U.L operate a Contractor Management System (CMS). Prior to been awarded a contract under this Framework the Contractor shall satisfy the requirements in order to qualify as an approved service provider and will be required to provide the following:

- 13.1 Complete and return the competency assessment questionnaire (SF 001) and return all documentation referred to in the document (e.g. **signed and up to date Safety Statement**, evidence of risk assessments and copies of training records etc.).
- 13.2 Read the attached document (SOP 001-Control of Service Providers & Minimum H&S Standards) and return a signed copy of the declaration on page 34 (Section 25.0). Service Providers must ensure that all work carried on UL property is completed in accordance with the minimum standards referred to in this document.
- 13.3 Return a copy of current insurances. Refer to Section 4.2 of SOP 001-Control of Service Providers for further information on insurance requirements. **Indemnity to U.L must be provided.**
- 13.4 All employees coming onto any UL property on behalf of B&E must complete the B&E Service Provider Induction (attached) and return confirmation (separate form for each employee) on attached document (SF-005 Service Provider Induction Form). Please ensure that training records for staff are also provided. Minimum requirement is Manual Handling training. Refer to SOP 001 for additional information on training requirements (Section 4.4)
- 13.5 Once all of the above documents have been returned a permit to work (SF-006) must be completed for all work on campus. Full details on the permit to work process including the requirement for additional permits (hot works, roof access etc.) can be found in Section 6 of SOP 001-Control of Service Providers.

For information purposes the documents noted above are included as part of Appendix 01. Applicants do not have to complete any of these Appendix 01 documents at this stage.

Appendix A

Framework Agreement for Construction Work