



**An Gníomhaireacht  
Tithíochta**  
The Housing Agency

# Information Memorandum

## Description of Works

for

## Contractor Framework Agreement

for

## Pyrite Remediation Works

August 2026

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## DISCLAIMER

This information memorandum is for information and illustrative purposes only and does not and shall not constitute or form a contract, and shall not be interpreted as, an offer for sale, purchase or provision, as a prospectus, or as the basis of a contract.

**Tenderers are recommended to read all of the tender documents thoroughly.** While all reasonable steps have been taken to ensure that the information set out in the tender documents is accurate and up to date, no representation or warranty, express or implied, is or will be made or given in relation to the accuracy or the completeness of any information contained in the tender document or otherwise provided by or on behalf of the Contracting Authority (in writing or otherwise) to any interested party or its advisers.

No responsibility or liability for any loss or damage arising as a result of reliance on the tender documents, or for the information contained in these documents, or for any omission is or will be accepted by the Contracting Authority or by any of its officers, employees, agents or professional advisers. No officer, employee, agent, or professional adviser of the Contracting Authority has any authority to give or make any representation or warranty, express or implied, in relation to such information.

The Contracting Authority's employees, agents and professional advisers expressly disclaim any and all liability arising out of such documentation or information and any errors or omissions in or from the tender documents.

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

## GLOSSARY OF TERMS

**Contracting Authority:** Housing and Sustainable Communities Agency (Housing Agency).

**Framework Agreement:** An agreement between the contracting authority and one or more operators, the purpose of which is to establish the terms governing contracts to be awarded during a given period is restricted to participants within the framework, in particular with regard to price and, where appropriate, the quality envisaged.

**Framework Participant:** Contracting entities, consortia or joint ventures that the Contracting Authority invites to participate in the Framework Agreement.

**Initial Contract:** For the purposes of establishing the Framework Agreement the Housing Agency has identified a Notional Project which is a representative sample of the scale and nature of contracts to be awarded under the Framework Agreement. No initial Contract will be awarded on the basis of this Notional Project. Successful Framework participants will be required to use the rates set out in the Pricing Document and Schedule Part 2 of these tender documents as a Maximum rate for all future pricing of Mini-Tender Competitions.

**Mini-Tender Competition:** The tender process for awarding contracts under the

Framework Agreement where all framework members are invited to tender through a mini-tender competition, where the Contract award will be made thereafter on the following basis:

| <b>Mini tender Award Criteria</b>                                                 | <b>Weighting range</b> |
|-----------------------------------------------------------------------------------|------------------------|
| <b>a. Price</b>                                                                   | <b>60 – 100%</b>       |
| <b>b. Proposed Methodology and Project Management Plan.</b>                       | <b>0 – 40%</b>         |
| <b>c. Proposed Balance and Structure of Team (including Quality and Quantity)</b> | <b>0 – 40%</b>         |
| <b>d. Proposed Quality and Safety Management Systems.</b>                         | <b>0 – 40%</b>         |

The above criteria are not listed in order of importance. The Client may attach different weightings to them for different Works Contracts, depending on the Works Requirement, and will indicate the weightings in the invitation to tender.

**Construction Design Professional:** Construction Design Professional Services (Registered Chartered Engineers, Architects, Building Surveyors or equivalents) will be employed by the Contracting Authority. The Construction Design Professional will perform the roles of Employers Representative and may carry out a pyrite verification process which will include the testing of dwellings as required, liaising with dwelling owners, issue reports to the Contracting Authority, survey dwellings, prepare Remedial Works Plans in accordance with IS:398 and the terms of the project brief, tender to framework contractors, report on tenders, oversee and inspect remediation works on site, administer the contract, certify remediation work in accordance with IS 398-2, agree final accounts with contractors and manage the resolution of snagging issues at the end of the defects liability period.

**Pyrite Resolution Board:** The Pyrite Resolution Board (PRB) is established under the Pyrite Resolution Act 2013. The Board oversees and ensures the effective implementation of a programme of remediation works for affected dwellings in accordance with the Pyrite Remediation Scheme.

**Pyrite Remediation Scheme:** The Pyrite Remediation Scheme (the Scheme) is established under the provisions of the Pyrite Resolution Act 2013. The Scheme sets out, among other things, the following:

- The criteria for eligibility for inclusion of a dwelling in the Scheme
- The requirement for compliance with the standards of testing to determine the presence of significant pyritic damage in any dwelling
- The scope of works that may be carried out in any dwelling
- The grouping of dwellings to ensure the efficient use of remediation funds
- The certification of pyrite remediation

The Housing Agency has a defined role under the Scheme, in accordance with the provisions of Part 4 of the Act. The Housing Agency will be the contracting authority for the Scheme and will engage all necessary consultants, advisors and contractors to carry out the remediation of dwellings which are included in the Scheme.

**Participating Local Authority:** Participating Local Authorities are Local Authorities who are participating in this procurement. These Local Authorities will be able use the Frameworks to procure Works Contractors to carry out pyrite remediation work on social and other housing within their administrative areas. Participating Local Authorities and Works Contractors will be bound by the rules of the Framework Agreement. The participating Local Authorities are:

- Dublin City Council; Fingal County Council; Dun Laoghaire-Rathdown County Council; South Dublin County Council; Kildare County Council; Meath County Council; Offaly County Council; Limerick City and County Council; and Westmeath County Council.

See the Introduction section overleaf for more details.

## 1. INTRODUCTION

The Housing Agency, as the Contracting Authority, proposes to establish and operate a Framework Agreement for Works Contractors for Pyrite Remediation Works. The proposed work is to remediate the damage caused by pyrite to dwellings as defined in the Pyrite Remediation Scheme and associated tender documents.

This may include but is not limited to:

- Removal storage of fittings, door, carpets incl. sanitary, kitchen and the like.
- Excavation of ground floor slab, removal of all pyritic hardcore fill and disposal.
- Reinstate ground floor slab.
- Repair / Replace damages walls and associated finishes.
- All associated plumbing and electrical works as necessary with the Works, including external services and reinstatements.
- Replace fixed floor finishes, skirtings, internal door frames, external doors, architraves etc. as detailed
- Refit fittings, incl. sanitary, kitchen and fireplace.
- Redecorate as detailed.
- Removal of external paths, and driveways and associated hardcore filling and replace as necessary
- Co-ordinate the return of content from storage and home owners moving back in.
- Signing off of remediation works in accordance with Annex B of I.S. 398-2:2013 and any current applicable amendments or associated requirements.
- In addition to the above, the Contractor may be required to coordinate the removal of homeowners' goods and belongings to storage and/or alternative accommodation for the duration of the Works.

The works may be carried out in rural and urban areas in any of the identified Local Authority areas. Where works are to be carried out on dwellings they will be vacated for the duration of the works.

The frequency, scale and location of projects may vary depending on the number of eligible dwellings, the grouping of dwellings, the availability of remediation funding and the requirements of the Pyrite Resolution Board. The anticipated number of dwellings to be remediated under the Framework Agreement will be as set out in the Contract Notice, the eTenders notification and the associated tender documents.

The estimated value of works over the lifetime of the Framework Agreement will be as set out in the Contract Notice, the eTenders notification and the associated tender documents. Any estimate is not a guarantee of the value of works to be awarded under the Framework Agreement. The Contracting Authority reserves the right to award contracts outside of this Framework Agreement at its discretion.

For each contract awarded under the Framework Agreement, the Contractor will be required to accept the role of the Project Supervisor Construction Stage (PSCS). This may also include Traffic Management responsibilities if required for a particular contract.

The proposed framework is intended to commence in 2026 and run for a 24 month term, with the option to extend for a further two 12 month terms (a maximum total term of 48 months or four years).

It is envisaged that the Public Works Contract identified in the tender documents will be used for contracts to be awarded under the Framework Agreement. Details of the relevant public works contracts and CWMF documents are available from the Capital Works Management Framework website.

A number of Local Authorities are participating in this procurement. These Local Authorities are not participants in the Pyrite Remediation Scheme. The Pyrite Remediation Scheme, established under the Pyrite Resolution Act 2013, is for the remediation of privately owned dwellings damaged by pyritic heave. Participating Local Authorities will however, be able to use the Frameworks to procure Works Contractors to carry out pyrite remediation work on social and other housing within their administrative areas. Participating Local Authorities and Works Contractors will be bound by the rules of the Framework Agreement. Some of the details of the services required by Local Authorities may differ from those described in these documents. However, the works will be of a similar nature and specific details of works requirements will be provided by the relevant Local Authority at the time of call-off.

## 2. IDENTIFICATION OF FRAMEWORK MEMBERS AND ESTABLISHMENT OF THE FRAMEWORK AGREEMENT

The Framework Agreement for Works Contractors for Pyrite Remediation Works will be established by means of an Open procedure and will have up to eight (8) Framework Participants, subject to the Contracting Authority receiving sufficient compliant tenders. The procurement process is explained below:

- A tender for a Notional Project as detailed in the tender documents will be used for the purposes of establishing the Framework Agreement.
- The Open procedure is a Single stage process divided into two distinct parts.

Tenderers are required to submit all information required for both parts in a single tender submission.

Part 1: Tenderers are required to complete and submit the Suitability Assessment Questionnaire for Works Contractors under an Open Procedure (QW2), including Part 1 and Part 2, together with any relevant Health and Safety Supplements, Specialist Questionnaires, appendices, declarations, ESPD responses and supporting evidence issued with the tender documents.

The assessment will be carried out by applying the selection criteria specified in the Suitability Assessment Questionnaire (QW2), the relevant Health and Safety Supplements, any Specialist Questionnaires and associated appendices or annexes.

All criteria are Pass/Fail. Tenderers must **Pass** all criteria in order to have their tender assessed further.

Tenderers should carefully read and complete the Suitability Assessment Questionnaire, Health and Safety Supplements, Specialist Questionnaires, appendices, declarations and any other forms or annexes issued with the tender documents. In some circumstances tenderers are required to submit supporting documentation; in other circumstances supporting documentation may be required only if requested.

Where required by the tender documents, tenderers must complete the relevant self-declarations, ESPD responses or other forms confirming that they meet the minimum pass requirements for the relevant criteria and that the grounds for exclusion do not apply.

Tenderers should follow the instructions in the current QW2 documentation and in the tender documents regarding the use of any existing ESPD or declarations and any confirmation required that the tenderer's circumstances have not changed.

**Part 2:** Tenderers who **Pass** all of the criteria set out in the Suitability Assessment Questionnaires, Supplements, and Appendices will have their tenders assessed further. This assessment will be based on the award criteria which is based on the Notional Project:

- **Notional Project:** 17 house development in North County Dublin, all 2 storey, in 2 blocks of terraces. Block 2 comprises of 5 Houses, Block 1 has 12 Houses.



Applicants will be required to tender for the full scheme of 17 Dwellings in Blocks 1 and 2. The award criteria for this tender will be '**Most Economically Advantageous Tender**' (MEAT) as set out in the Instructions to Tenderers (ITT). To establish the MEAT tenders will be assessed both for Price and Quality. The Price/Quality ratio will be **40% Price/60% Quality** meaning that 40% of the overall marks available will be awarded for Price.

### **Price**

The maximum points available for Price are: **800**.

Price will be calculated by adding the notional fixed price lump sum (Notional Tender Sum) for each contract and a number of notional charges tendered by each tenderer (refer to the relevant Appendix of the Instructions to Tenderers and Part 2D of the Tender and Schedule for more detail).

|                                                                      |   |                                        |
|----------------------------------------------------------------------|---|----------------------------------------|
| $\frac{\text{Lowest Price}}{\text{Price for Tenderer A}} \times 800$ | = | <i>Points for Price for Tenderer A</i> |
|----------------------------------------------------------------------|---|----------------------------------------|

### **Example:**

If the lowest Price tendered is €100,000 and your Price is €150,000 then the points to be awarded to your tender for Price is:

$$100,000 / 150,000 \times 800 = 533 \text{ points}$$

So, your tender will receive 533 out of the maximum 800 points available for Price.

Tenderers must price the Notional Project as appropriate. The fixed price total from the pricing documents must be inserted in the appropriate Form of Tender and Schedule as a single figure. Tenderers should assume that the Notional Project would be awarded on the basis of the form of public works contract indicated in the tender documents. The Tenderer must also complete the relevant tender schedule. The rates inserted in the Pricing Document and rates and percentages inserted in the relevant schedule cannot be exceeded in any subsequent mini-tenders issued under this Framework.

### **Quality**

The maximum points available for Quality are: **1200**.

The following Quality sub-criteria and points will apply:

#### **Quality Sub-Criterion 1: ‘Proposed Methodology and Project Management Plan Maximum Points Available’: 250**

Tenderers must provide a detailed description of how the tenderer proposes to manage the notional project including delivery of the completed works on time and on budget. Refer to the **Proposed Sequencing and Scheduling of the Works** at **Section 6** of this document for details of the Contracting Authority’s requirements for the sequencing of the notional project. Tenderers should also highlight how they propose to deal with any potential problems associated with the project.

Tenderers must provide a construction programme which indicates a notional commencement date on site, a completion date and identify all main site activities for Notional project, as per the **Price** section above, Applicants will assume a project size including both blocks 1 & 2 (17 Houses), all with reference to the proposed sequencing and scheduling of the Works as outlined in Section 6 of this document. This programme must address and take account of the Proposed Methodology and Project Management Plan. Tenderers should confine their response to this sub-criterion to a maximum of four (4 nr.) A4 and one (1 nr.) A3 sheets

Points will be allocated as follows:

#### **Quality Sub Criterion 1: ‘Proposed Methodology and Project Management Plan’**

| <b>Project<br/>Notional Project</b> | <b>Maximum Points<br/>Available</b> | <b>Minimum Points<br/>Required *</b> |
|-------------------------------------|-------------------------------------|--------------------------------------|
| <b>Methodology</b>                  | <b>150</b>                          | <b>75</b>                            |
| <b>Programming</b>                  | <b>100</b>                          | <b>50</b>                            |
| <b>Total 250 –</b>                  | <b>250</b>                          | <b>125</b>                           |

***\*Tenderers who fail to achieve the minimum points required will be eliminated from the tender process.***

**Quality Sub-Criterion 2: ‘Proposed Balance and Structure of Team (including Quality, Quantity) Maximum Points Available’: 200**

Tenderers must submit a project organisation chart including reporting structure and details of numbers and roles of staff allocated to the project, together with brief details of core management team including site management including relevant experience and academic & technical qualifications that would be devoted to this Notional Project. Resources should be identified as per Notional Project. Refer to the **Proposed Sequencing and Scheduling of the Works** at **Section 6** of this document for details of the Contracting Authority’s requirements for sequencing. The tenderer should demonstrate through whatever means possible incl. Resource Allocation Schedule, that the level of human & technical resources they will make available for the delivery of the Notional Project are sufficient to service the contract in the sequence outlined at **Section 6**. Tenderers should summarise their response to this sub-criterion to a maximum of three (3 nr.) A4 sheets.

Points will be allocated as follows:

**Quality Sub Criterion 2: ‘Proposed Balance and Structure of Team (including Quality, Quantity)**

| <b>Project<br/>Notional Project</b>     | <b>Maximum Points<br/>Available</b> | <b>Minimum Points<br/>Required *</b> |
|-----------------------------------------|-------------------------------------|--------------------------------------|
| <b>Team Balance, Quality, Quantity.</b> | <b>200</b>                          | <b>100</b>                           |
| <b>Total 200 –</b>                      | <b>200</b>                          | <b>100</b>                           |

***\*Tenderers who fail to achieve the minimum points required will be eliminated from the tender process.***

**Quality Sub-Criterion 3: *Proposed Quality and Safety Management Systems*: Maximum Points Available: 200**

Tenderers must satisfy the Contracting Authority that the tenderer's reliability in safely delivering the required Works is assured. Tenderers must outline the following:

**Quality Management System**

Maximum Score **100** Points (minimum score required 50 points)

Tenderer must outline the proposed quality management system they will operate for the notional project and whether this system is accredited or not. The system should take into account the quality control of materials, workmanship and management. The timeframe for consideration of these criteria should range from date of letter of acceptance to end on defects liability period.

Health & Safety Management System Maximum Score 100 Points (minimum score required 50 points).

Tenderer must outline the systems used to ensure compliance with H&S legislation and regulations and the safe delivery of the initial contracts. Systems should include documentation, safe systems of work plans, staff training programmes, welfare facilities and machinery/equipment inspection and maintenance regimes.

The Quality Management System and Health & Safety Management System should specifically refer to the Notional project to be awarded to the successful tenderer.

Tenderers should confine their response to this sub-criterion to a maximum of five (5 nr.) A4 sheets.

Points will be allocated as follows:

**Quality Sub Criterion 3: *Proposed Quality and Safety Management Systems***

| Criterion<br>Notional Project        | Maximum Points<br>Available | Minimum Points<br>Required * |
|--------------------------------------|-----------------------------|------------------------------|
| Quality Management System            | 100                         | 50                           |
| Health & Safety Management<br>System | 100                         | 50                           |
| Total 200 –                          | 200                         | 100                          |

**\*Tenderers who fail to achieve the minimum points required will be eliminated from the tender process.**

**Quality Sub-Criterion 4: ‘Proposed methodology for liaising with Homeowners in agreeing finishes: Maximum Points Available’: 150**

Tenderers must provide a detailed description of how the tenderer proposes to liaise with Homeowners in order to agree finishes details. Tenderers should provide details of: timing of proposed agreement; methods of correspondence; methodology for presenting sample finishes, minimum number of samples to be presented, methodology for recording agreement on finishes, and methodology for informing Employer’s Representative of agreement. Refer to the **Proposed Sequencing and Scheduling of the Works** at **Section 6** of this document for details of the Contracting Authority’s requirements for the sequencing of the notional project. Tenderers should also highlight how they propose to deal with any potential problems associated with this aspect of the project.

Tenderers should confine their response to this sub-criterion to a maximum of two (2 nr.) A4 sheets

Points will be allocated as follows:

**Quality Sub-Criterion 4: ‘Proposed methodology for liaising with Homeowners in agreeing finishes: Maximum Points Available’**

| <b>Project<br/>Notional Project</b> | <b>Maximum Points<br/>Available</b> | <b>Minimum Points<br/>Required *</b> |
|-------------------------------------|-------------------------------------|--------------------------------------|
| <b>Methodology</b>                  | <b>150</b>                          | <b>75</b>                            |
| <b>Total 150 –</b>                  | <b>150</b>                          | <b>75</b>                            |

***\*Tenderers who fail to achieve the minimum points required will be eliminated from the tender process.***

**Quality Sub-Criterion 5: ‘Proposed methodology for preparing a property prior to handback to Homeowners at end of remediation: Maximum Points Available’: 150**

Tenderers must provide a detailed description of how the tenderer proposes to prepare a property in the working week prior to handback the Homeowner at the end of remediation. Tenderers should provide details of proposed Contractor action plan in the week preceding handback and the day of handback. Details of works, correspondence and paperwork should be included in the response to this sub-criterion. Refer to the **Proposed Sequencing and Scheduling of the Works** at **Section 6** of this document for details of the Contracting Authority’s requirements for the sequencing of the notional project. Tenderers should also highlight how they propose to deal with any potential problems associated with this aspect of the project.

Tenderers should confine their response to this sub-criterion to a maximum of two (2 nr.) A4 sheets

Points will be allocated as follows:

**Quality Sub-Criterion 5: ‘Proposed methodology for preparing a property prior to handback to Homeowners at end of remediation: Maximum Points Available’**

| <b>Project<br/>Notional Project</b> | <b>Maximum Points<br/>Available</b> | <b>Minimum Points<br/>Required *</b> |
|-------------------------------------|-------------------------------------|--------------------------------------|
| <b>Methodology</b>                  | <b>150</b>                          | <b>75</b>                            |
| <b>Total 150—</b>                   | <b>150</b>                          | <b>75</b>                            |

***\*Tenderers who fail to achieve the minimum points required will be eliminated from the tender process.***

**Quality Sub-Criterion 6: ‘Proposed methodology for managing defects (snags) during the defects period and proposed methodology for liaising with Homeowners in addressing defects: Maximum Points Available’: 150**

Tenderers must provide a detailed description of how the tenderer proposes to manage their approach to addressing defects, (snags), which arise during the defects liability period. Tenderers should provide details of proposed Contractor action plan once defects are notified by either Homeowner or Employer’s Representative. Details of management of individual defects or groups, correspondence between stakeholders and record keeping in relation to completion of rectification works should be included in the response to this sub-criterion. Refer to the **Proposed Sequencing and Scheduling of the Works** at **Section 6** of this document for details of the Contracting Authority’s requirements for the sequencing of the notional project. Tenderers should also highlight how they propose to deal with any potential problems associated with this aspect of the project.

Tenderers should confine their response to this sub-criterion to a maximum of two (2 nr.) A4 sheets

Points will be allocated as follows:

**Quality Sub-Criterion 6: ‘Proposed methodology for managing defects (snags) during the defects period and proposed methodology for liaising with Homeowners in addressing defects’**

| <b>Project<br/>Notional Project</b> | <b>Maximum Points<br/>Available</b> | <b>Minimum Points<br/>Required *</b> |
|-------------------------------------|-------------------------------------|--------------------------------------|
| <b>Methodology</b>                  | <b>150</b>                          | <b>75</b>                            |
| <b>Total 150 –</b>                  | <b>150</b>                          | <b>75</b>                            |

**\*Tenderers who fail to achieve the minimum points required will be eliminated from the tender process.**

**Quality Sub-Criterion 7: ‘Proposed methodology for dealing with a hypothetical building standards scenarios arising during works and proposed methodology for dealing with a hypothetical public access issue’: Maximum Points Available: 100**

Tenderers must provide a detailed description of how the tenderer proposes to manage their approach to addressing the following three hypothetical scenarios arising during a remediation project:

Please note that the notional project bears no relevance to this sub-criterion. These are purely hypothetical instances.

Hypothetical Scenario 1: It is discovered by the Contractor during the excavation and removal of the pyritic fill in a single unit that there are misaligned rising blockwork walls and foundations below floor level for corresponding internal structural walls above. Maximum Points Available: 30.

Hypothetical Scenario 2: In the remediation of an apartment within a multi-storey apartment complex, it is discovered by the Contractor that there is a non-compliance with building regulations in respect to adequate firestopping around services dropping from/rising to the apartment above. Maximum Points Available: 40.

Hypothetical Scenario 3: Maintaining public access to upper floor apartments via stairs and lift/elevator during the remediation of a common area ground floor lobby of a multi-storey apartment complex. [Particular reference the lift/elevator should be made in the response]. Maximum Points Available: 30.

Refer to the **Proposed Sequencing and Scheduling of the Works** at **Section 6** of this document for details of the Contracting Authority’s requirements for the sequencing of the notional project. Tenderers should also highlight how they propose to deal with any potential problems associated with this aspect of the project.

Tenderers should confine their response to this sub-criterion to a maximum of one (1 nr.) A4 sheet per hypothetical scenario.

Points will be allocated as follows:



**Quality Sub-Criterion 7: ‘Proposed methodology for dealing with a hypothetical building standards scenarios arising during works and proposed methodology for dealing with a hypothetical public access issue’:**

| <b>Project<br/>Notional Project</b>                | <b>Maximum Points<br/>Available</b> | <b>Minimum Points<br/>Required *</b> |
|----------------------------------------------------|-------------------------------------|--------------------------------------|
| <b>Methodology for hypothetical<br/>scenario 1</b> | <b>30</b>                           | <b>15</b>                            |
| <b>Methodology for hypothetical<br/>scenario 2</b> | <b>40</b>                           | <b>20</b>                            |
| <b>Methodology for hypothetical<br/>scenario 3</b> | <b>30</b>                           | <b>15</b>                            |
| <b>Total 100 –</b>                                 | <b>100</b>                          | <b>50</b>                            |

***\*Tenderers who fail to achieve the minimum points required will be eliminated from the tender process.***

The points awarded for both Price and Quality will be combined and the tenderers ranked according to the overall scores achieved, with the tenderer achieving the highest overall score being ranked Number 1 and so on. From these results the Contracting Authority intends to admit up to the maximum number of Framework Participants stated in the tender documents. It is expected that the maximum number of places will be filled if sufficient applicants pass the minimum standard set in the Suitability Assessment Questionnaire and the Award Criteria.

### 3. OPERATION OF THE FRAMEWORK AGREEMENT

All applicants who qualify to be included in the Framework list of contractors will be invited to submit tenders for the works through a series of mini-tender competitions. The award of the various contracts arising from the mini-tender competitions will be on the basis on the following evaluation:

| Mini tender Award Criteria                                                       | Weighting range  |
|----------------------------------------------------------------------------------|------------------|
| <i>a. Price</i>                                                                  | <b>60 – 100%</b> |
| <i>b. Proposed Methodology and Project Management Plan.</i>                      | <b>0 – 40%</b>   |
| <i>c. Proposed Balance and Structure of Team (including Quality and Quantity</i> | <b>0 – 40%</b>   |
| <i>d. Proposed Quality and Safety Management Systems</i>                         | <b>0 – 40%</b>   |

Please refer to the attached Framework Agreement for Construction Work for the rules to the operation of the Framework Agreement which is included for your information. Framework Participants will be required to sign this Framework Agreement if invited to participate in the Framework.

### 4. GENERAL INSTRUCTIONS TO TENDERERS

- The Contracting Authority reserves the right to terminate this competition at any stage and will not be liable for costs incurred by tenderers in participating in this process.
- The tender process does not constitute an offer to enter into a contract and neither this document itself nor any of the information set out herein should be regarded as a commitment or representation on behalf of the Contracting Authority or any other person to enter into a contract.
- Tenderers shall not collude with any other tenderer in relation to this process.
- Tenderers shall not attempt to influence the assessment process. Any breach of confidentiality or form of collusion shall entitle the Contracting Authority to disqualify a tenderer from the competition without notice.
- It is a condition of the tender that the Contractor must comply with all applicable tax clearance requirements. Refer to Section 17: Tax Clearance.

Tenderers may obtain information regarding their obligations concerning:

- Taxation from the Revenue Commissioners ([www.revenue.ie](http://www.revenue.ie))
- Environmental protection from the Environmental Protection Agency ([www.epa.ie](http://www.epa.ie))
- Employment protection and working conditions from the Workplace Relations Commission ([www.workplacerelations.ie](http://www.workplacerelations.ie)).
- Health, Safety & Welfare, from the Health & Safety Authority ([www.hsa.ie](http://www.hsa.ie))

## **5. SUITABILITY ASSESSMENT QUESTIONNAIRE**

As part of the tender submission, all tenderers must complete the Suitability Assessment Questionnaire (QW2), including Part 1 and Part 2, together with any relevant Health and Safety Supplements, Specialist Questionnaires, appendices, declarations, ESPD responses and supporting evidence issued with the tender documents. The requirements need to be met in full for each application.

Tenderers should note that guidance and current CWMF template documents are available from the Capital Works Management Framework website. Please note that the term “Tenderer” is used for an individual bidder, partnership, consortium, joint venture or other acceptable entity. A tenderer may submit one (1) tender in its own right, unless otherwise stated in the tender documents.

A Tenderer may demonstrate compliance with the technical capacity and experience criterion through the experience of subcontractors, by providing details of the subcontractor’s relevant experience. Where the experience of a subcontractor is relied upon, the Tenderer will be required to show the commitment of the indicated subcontractor to the Tenderers participation, and that such participation will be in the area to which the experience is relevant. A subcontractor’s commitment need not be exclusive to one Tenderer.

In order to enable the Contracting Authority (the “Employer”) to evaluate whether Tenderers meet the qualification criteria relating to technical capability and economic and financial standing, Tenderers are required to provide all information requested in the Suitability Assessment Questionnaire, relevant Supplements, Specialist Questionnaires, appendices, declarations, ESPD responses and supporting evidence. The information should be submitted in English and, where copies of original documents are provided in languages other than English, a certified English translation should be provided or the documents may not be considered during the evaluation process. All financial information should be denominated in euro, except where financial information is being provided in a certified or audited supporting document such as a set of financial statements, in which case it is sufficient for the information to remain in its original currency.

Each required part of the Suitability Assessment Questionnaire, Health and Safety Supplements, Specialist Questionnaires, appendices, declarations, ESPD responses and supporting evidence must be completed or provided as required. Where project-specific financial information cannot be provided for reasons arising from confidentiality obligations, this must be stated clearly.

Tenderers are further advised that the Employer is subject to the requirements of the Freedom of Information Act 2014. If a Tenderer considers that any of the information requested under the Suitability Assessment Questionnaire, Supplements, Specialist Questionnaires, appendices or supporting evidence is commercially sensitive or confidential in nature, it should state this clearly and highlight the reasons for its sensitivity. In such cases, the relevant material will, in response to a request under the Act, be examined in light of the exemptions provided for in the Act.

## 6. PROPOSED SEQUENCING & SCHEDULING OF THE WORKS

Tenderers should note that Pyrite Remediation Works are to be carried out in accordance with the sequence as set out in I.S. 398-2. Remedial Works Plan. The Scheduling of Housing for remediation requires planning and coordination of both, with the Design Professional, Employer and Home Owner. Design Professionals may be responsible for Verification of works and 'signing off' as required under IS 398-2. Durations for Vacation on any particular dwelling should be kept to a minimum; this must be shown scheduled by the contractor.

## 7. SUBMISSION OF INFORMATION

Tenderers are required to complete the Suitability Assessment Questionnaire, Health and Safety Supplements, Specialist Questionnaires, appendices, declarations and any other tender information in accordance with these procedures and the tender documents, and to provide all information and supporting documents required to enable verification. This is in addition to the submission of the tender for the Notional Project. Tenderers are requested to provide the information required in as clear and concise a manner as possible.

While the Contracting Authority shall be entitled to waive any discrepancy, failure to provide the requested information in the prescribed form, the omission of supporting documentation or the provision of incomplete or misleading information **may result in a Tenderer being excluded from the competition**. The Contracting Authority may request Tenderers to provide clarification on any aspect of the completed questionnaire and supporting documentation and/or to provide additional information in relation to their tender submission.

### Presentation of Information

The Suitability Assessment Questionnaire, Health and Safety Supplements, Specialist Questionnaires, appendices and other tender information shall be completed in accordance with the tender documents. Additional pages may be submitted if further space is required for answers to specific questions, unless page limits or other limits are specified. The completed tender must be submitted via eTenders.

### Final Date for Receipt of Information

Refer to return date advised on eTenders

Tenders received after that date and time may not be considered.

## 8. VERIFICATION OF INFORMATION

The Contracting Authority shall be entitled to take all reasonable steps and make all reasonable enquiries to check information included in a submitted tender, including talking to referees provided.

## **9. CONFLICT OF INTEREST**

Any conflict of interest or potential conflict of interest must be fully disclosed to the Contracting Authority as soon as such conflict or potential conflict becomes apparent. In the event of any conflict or potential conflict of interest, the Contracting Authority shall, in its absolute discretion, decide on the appropriate course of action (which may mean exclusion and or removal from the Framework Agreement).

## **10. DATA PROTECTION AND DATA SECURITY**

Reference is made to the Confidentiality clause 6.1 of the Framework Agreement and that contractors are notified that the following information / data is confidential and must be treated as follows:

- Personal Data means personal data within the meaning of applicable Data Protection Legislation, including the General Data Protection Regulation (Regulation (EU) 2016/679), the Data Protection Act 2018 and any applicable replacement or amending legislation, that the Contractor, its personnel or subcontractors obtain in connection with the Works.
- Data Protection Legislation means all applicable data protection and privacy law, including the General Data Protection Regulation (Regulation (EU) 2016/679), the Data Protection Act 2018, any applicable EU or domestic legislation, and any guidance issued by the Data Protection Commission. The Works means the works to be performed by Contractors under any Works Contracts.
- The Contractor must comply with the registration requirements and data protection principles applicable to it under the Data Protection Legislation in performing the Works. In respect of any Personal Data provided by the Employer to the Contractor and processed by the Contractor in connection with the Works, the Contractor will be the Data Processor and the Employer will be the Data Controller, as those terms are defined in the Data Protection Legislation.
- The Contractor must maintain proper records of Personal Data.
- The Contractor must process, disclose or obtain Personal Data only to the extent necessary to perform the Works and then only when acting on and subject to the Employer's directions. In particular, the Contractor must not without the Employer's prior written consent—
  1. transfer Personal Data outside of Ireland (including transfer via electronic media or other electronic means)or
  2. permit any sub-contractor or other person (not employed by the Contractor) or
  3. organisation to process or obtain Personal Data or
  4. disclose Personal Data to anyone other than the Employer except as permitted by the Employer in writing or as required by law. If Personal Data is transferred outside the European Economic Area, the Contractor must ensure that the Personal Data is adequately protected in accordance with Data Protection Legislation, including through the use of Standard Contractual Clauses or another lawful transfer mechanism where required.

- The Contractor must ensure that access to Personal Data is limited to those of its employees who need access to the Personal Data in connection with providing the Works and only to those parts of the Personal Data as is strictly necessary for performance of that employee's duties in connection with the Works.
- The Contractor must ensure that all its employees are informed of the confidential nature of the Personal Data and have been sufficiently trained to comply with the Contractor's duties under this framework agreement and the law and their own personal duties and obligations under the law. The Contractor must also take steps to ensure compliance with this clause by any person who has access to the Personal Data provided by the Employer.
- The Contractor must implement and maintain appropriate (having regard to the state of technological development, the cost of implantation, the harm that may result from breach of measures and the nature of the Personal Data to be protected) technical and organisational security measures against unauthorised access to, or unauthorised alteration, disclosure or destruction of, Personal Data and against all other unlawful forms of processing and must maintain proper records of all training carried out by it with regard to technical and organisational data security measures. The Contractor must promptly implement any direction of the Employer to improve the technical and organisational measures.
- The Contractor must promptly notify the Employer if—
  1. it receives an access, modification, or erasure request from a Personal Data subject *or*
  2. it receives any communication or notification from the Data Protection Commission or from any third party in relation to the Personal Data or to data protection *or*
  3. it becomes aware of any advance in technology or methods of working that mean that the Contractor or the Employer should revise its security measures *or*
  4. any Personal Data is lost or destroyed or becomes damaged, corrupted or unusable and must provide the Employer with full co-operation and assistance in relation to any request, communication or notification received under this subclause.
- The Contractor must notify the Employer and thereafter promptly delete and dispose of all Personal Data being held regarding a particular contract within 6 months of the end of the Defects Liability period of that Contract. This data should be transferred to the Employer in advance if so requested.
- Upon the Employer's direction, the Contractor must promptly—
  1. amend, transfer, or delete Personal Data
  2. provide the Employer with a copy of all Personal Data held by the Contractor in the format and on the media reasonably specified by the Employer
  3. provide the Employer with any data required by the Employer for assisting law enforcement.
- The Contractor must permit persons authorised by the Employer access to all relevant premises, systems, personnel, records and information of the Contractor during normal working hours for the purpose of inspecting, testing, and auditing the technical and organisational Personal Data security measures operated by the Contractor.

- To the extent that the Contractor has access to the Employer's computer systems in performing the Works, the Contractor must not (and must ensure that the Contractor's personnel do not) knowingly or recklessly introduce, by any medium, any computer virus (being any malware, undocumented malicious data, code, programme or other internal component (e.g. computer worm, computer time bomb or similar component), intended or designed to damage, destroy, alter or disrupt any computer programme, firmware or hardware or intended or designed to, in any manner, reveal, damage, destroy, alter or disrupt any data or other information which can be detected using good industry standard anti-computer virus software and procedures) into those systems. The Contractor must use good industry standard computer virus scanners (updated with the then-most current computer virus signatures and data sets) to scan all such media immediately prior to introducing it to the Employer's computer system.
- The Contractor warrants that the any data it provides to the Employer will at the date of delivery be free of computer viruses.
- If the Contractor fails to comply with sub-clauses 10.11 to 10.13, the Contractor must cooperate with the Employer (without prejudice to the Employer's other rights and remedies) to the extent reasonably required to reduce the adverse effects on the Employer of the computer virus, including the effects of any loss of operational efficiency and/or data loss.

## 11. QUERIES

All queries or requests for clarification relating to any aspect of this public procurement competition must be raised through the questions and answers / messaging facility associated with this tender competition on the eTenders platform. Queries or requests for clarification will be accepted no later than the date advised on eTenders unless otherwise published by the Contracting Authority.

## 12. SITE VISITS

The project used is Notional and therefore no Site Visit is possible.

## 13. HEALTH & SAFETY

Tenderers will be required to comply with the Safety, Health and Welfare at Work Act 2005 and any subsequent Safety, Health and Welfare legislation, including the requirement to have a Safety Statement. Successful tenderers who are subsequently awarded works will be appointed Project Supervisor for the Construction Stage (PSCS) in accordance with the Safety, Health and Welfare at Work (Construction) Regulations 2013 and any applicable amendments.

## 14. MONITORING REGIME

Tenderers are advised that the Employer shall implement **a monitoring regime relating to Contractors' performance on the Framework Agreement for Pyrite Remediation Works as set out in the Framework Rules**. The monitoring regime shall include but may not be restricted to adherence to the programme, quality control, Health & Safety compliance, standard of end product (workmanship), invoicing compliance, cost control etc. These will be as detailed in the Framework Agreement Rules.

## 15. CHILD PROTECTION

It will be a condition of the Framework Agreement and any contracts awarded under the Framework Agreement that all Framework Participants, their employees, agents and subcontractors strictly adhere to the Contracting Authority's Child Protection policy, which is available on the Housing Agency website.

Failure to adhere to the Child Protection Policy for the duration of the Framework Agreement may result in the Framework Participant being removed from the Framework Agreement.



## **16. INSURANCE REQUIREMENTS**

The following Insurances are required:

Refer to Suitability Assessment Questionnaire for minimum requirements:

- **3.3f Public Liability Insurance**
- **3.3g Employers Liability Insurance:**
- **3.3h Performance Bond**

Further insurance requirements may be required for specific projects being tendered through mini-Tender. These will be clearly identified at that stage.

## **17. TAX CLEARANCE**

It will be a condition of the award of any contract under this tender process or admission to the Framework Agreement that the successful Framework Participant shall, for the term of any such Framework Agreement, comply with all EU and domestic taxation law and requirements.

Prior to admission to the Framework Agreement arising out of this tender process, successful Framework Participants will be required to provide the information required to verify tax clearance status, including the Tax Clearance Access Number and Tax Reference Number or other evidence required by the Contracting Authority. Initially, for the purpose of submitting a tender, tenderers may self-declare compliance with this requirement in the manner required by the tender documents.

## **18. TURNOVER**

In relation to Section 3.3a of the Suitability Assessment Questionnaire (QW2) 'Evidence of Turnover' the requirements are as follows:

- Tenderers must have achieved a minimum average annual turnover of €1,500,000 for the previous three full financial years (2023 to 2025) and have achieved a minimum turnover of €1,000,000 for each of the previous three full financial years (2023 to 2025), unless otherwise stated in the Suitability Assessment Questionnaire or tender documents.