

UNIVERSITY COLLEGE CORK

Establishment of a Multi Supplier Framework
of Construction Consultancy Services for
Small & Minor Projects
for the Buildings & Estates Office, UCC

TENDER INFORMATION MEMORANDUM



Notice

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Document Revisions

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1.0 IMPORTANT NOTICE

This Tender Information Memorandum has been prepared for the purpose of providing certain information to tenderers.

In no circumstances shall UCC, its servants and/or agents incur any liability or responsibility arising out of or in respect of the issue of this Tender Information Memorandum. Any costs associated with the submission of a response to this competition are the sole responsibility of the entity submitting a response (a "Tenderer") and will not be reimbursed.

The Tender Information Memorandum is being made available by UCC to Tenderers on the terms set out in this document. The purpose of this Information Memorandum is to provide potential Tenderers with the information to complete their tender. The information set out in this document is supplemented by other tender documents as noted in the Tender Issue Sheet.

All reasonable care was taken to ensure that the material set out in this Tender Information Memorandum and in all the accompanying documents is true and accurate in all material respects as at the time of issue. However, no warranty or representation is given as to the accuracy or completeness of this material. Neither UCC, nor any of its professional advisors accept any liability or responsibility for the accuracy, adequacy or completeness of the information set out.

Neither UCC nor any of its advisors will be liable or responsible for any opinion, statement, or conclusion contained in, or any omission from, this Tender Information Memorandum, and other supplementary tender documents or any other written or oral communication made available during the pre-qualification process of this Competition. No representation or warranty is made in respect of such statements, opinions, or conclusions. No director, officer, employee, agent, or professional adviser of the company has any authority to give or make any representation or warranty, express or implied, in relation to such information.

UCC, its directors, members, officers, employees, agents, and professional advisers expressly disclaim all liability arising out of such documentation or information and any errors or omissions in or from the Tender Information Memorandum or any of the accompanying documents.

UCC reserves the right to amend these documents and any information contained herein.

None of the information set out herein will constitute a contract, or part of a contract, or an offer to enter a contract, between UCC and any Tenderer. Nothing in these documents is, nor shall be relied upon as, a promise or representation as to UCC's ultimate decision in relation to the award of any contract. However, UCC reserves the

right to take such steps as it considers appropriate, including but not limited to changing the basis of, or the procedures (including the timetable) relating to, the competition; abandoning the competition (or any part of it) at any time prior to a formal written contract being executed by and on behalf of UCC; procuring the services by alternative means.

No legal relationship or other obligation shall arise between any Tenderer and UCC unless and until a contract has been entered.

Irish law is applicable to this competition. The Irish courts shall have exclusive jurisdiction in relation to any disputes arising from this competition.

2.0 INTRODUCTION

2.1 OVERVIEW OF UCC

UCC is a comprehensive research-based globally oriented university with over 25,000 students, 3,500 staff and over 220,000 alumni worldwide. Our student body includes 5,000 international students from more than 100 countries across all continents. UCC draws its identity from a diverse spread of community, education, health service, industry, arts and heritage relationships. We have developed an extensive range of partnerships worldwide which continue to inform our curriculum and our research.

UCC's research and innovation activities are a major asset to the city region and a key enabling platform for economic development. With aggregate research spend of over €100 million a year, and with 30% of this coming from non-exchequer sources and industrial partners, UCC has a powerful blend of basic and applied research, much of which is focused on real world problems. The University's research is globally connected and involves more than 4,000 collaborating entities across 140 countries globally.

The 2018 report, The Economic and Societal Impact of University College Cork identified the total economic impact (Gross Value Added) of UCC is €853million per annum. That impact means that UCC generates €2.3million per day for the Irish economy, producing a return of €5.68 for every €1 of State investment. The impact generated by expenditure is €727million annually and the fiscal contribution including taxes and social insurance contributions amounts to a further €125million each year.

The University is ambitious in its objectives for growth and world leading innovation, with its vision detailed in its Strategic Plan 2023 to 2028 "Securing our Future" supporting the national Higher Education strategy and Project Ireland 2040. Develop our capital program informed by the UCC Campus Masterplan and our carbon-neutral goals, where existing buildings and grounds are optimised. We aim to provide world-class facilities to support the academic mission of our 21st-century campus, which provides flexible and inclusive teaching, learning and research facilities. We will build on our digital capability and excellence to enable a more agile, responsive institution that is ready for the rapid pace of change in the digital age. New, refurbished and revitalised physical facilities and services will enhance the working and learning environment for staff and students and attract visitors and guests to engage with the University. The new Office of Sustainability and Climate Action will ensure that the imperative of sustainability underpins all plans and actions to reimagine and reform our work practices and physical and digital spaces by 2028.

We will continue our journey of carbon reduction to achieve our public sector 2030 target and move towards a net zero carbon impact by 2040. This will involve an

ambitious, targeted program of capital development and refurbishment of the existing physical and digital estate, complemented by new or reformed working, learning and teaching practices and recognition initiatives and supports.

UCC is a globally ranked university and attracts a proportionately higher number of top school leavers compared to other universities. As a comprehensive University, UCC offers programmes across all disciplines and professions including the arts, humanities, social sciences, business, law, engineering, architecture, science, food science, medicine, dentistry, pharmacy, nursing, and clinical therapies. The underlying vision of the University's academic strategy is that of a Connected University, with enhanced synergy between teaching, research, and innovation, which offers a distinctive educational experience, promoting lifelong and life-wide learning.

2.2 OVERVIEW OF THE UCC BUILDINGS & ESTATES OFFICE

The University's Buildings and Estates Office takes responsibility for the planning, management and physical development of the University's estate, ensuring it is fit for purpose to meet the ambitious strategic aims and objectives of the University's Strategic Plan.

Our Mission Statement is – "To provide an integrated and efficient range of facilities services*¹ which enhance the estate and support the University's objectives".

*Services include security services, cleaning, postal services, room bookings, building and landscape maintenance, environmental management (commuter planning, energy, waste management etc.) capital development, property/space management & heritage services

The management of the Buildings and Estates office is the responsibility of the Director of Buildings and Estates. The Buildings & Estates Office provides a diverse range of facilities management services including Estates Master planning, major capital development, property portfolio management, buildings maintenance, grounds and landscape management, utilities and energy management, minor works projects, security, event support, postal services, cleaning, room bookings, heritage services etc. We established a local Facilities Management team for the Western Campus area and work closely with university subsidiaries. The overall estate comprises of circa 280,000m² of buildings, 88 hectares of grounds and property, and 139 individual buildings.

¹ Services include security services, cleaning, postal services, room bookings, building and landscape maintenance, environmental management (commuter planning, energy, waste management etc.) capital development, property/space management & heritage services

The Buildings and Estates Office is responsible for the delivery of the exciting capital programme which varies year on year, but which has involved capital expenditure of over €500m during the last ten years. The University is planning a major capital development programme with a range of major academic and support projects. The University also plans to significantly expand its student accommodation provision.

2.3 ESTABLISHMENT OF MULTI SUPPLIER FRAMEWORK

This Tender is to establish a multi supplier framework of **Construction Consultancy Services for Small & Minor Works projects at University College Cork** with a maximum of Six (6) participating teams to whom specific contracts may be awarded on a non-exclusive basis based on the terms of a framework agreement (the "Framework Agreement"), a copy of which will be issued with the tender documents.

The construction consultancy services required to participate on the Framework will be procured on the basis of a single design team appointment.

The team will comprise the following services.

- **Architectural Services (including DAC & Planning & Landscaping Design Services)**
- **Civil/Structural & Fire Engineering Services**
- **Mechanical & Electrical Engineering Services**
- **Project Supervisor Design Process (PSDP)**
- **Quantity Surveying Services**
- **Employer's Representative**

The Framework Agreement will be established on foot of competitive tenders received for the above services based on Notional Hours and rates for various disciplines as detailed in the Pricing Document

This competition is conducted using an open procedure with a qualitative assessment. The assessment criterion is the Most Economically Advantageous Tender. The top six ranked tenderers will be appointed to the framework contingent on the top six ranked tenderers achieving the minimum required standard. UCC may enter into a framework agreement with a minimum of three (3) tenderers, the tenderers, subject to satisfactory compliance with all the relevant pre-conditions as determined by UCC. If the top six scoring tenderers cannot satisfy any pre-condition or if UCC otherwise determines to reject their tender, UCC may go to the next scoring tenderer(s) under the MEAT criteria.

A notice ("Contract Notice") has been dispatched by UCC to the Official Journal of the European Union (OJEU) and to the Irish procurement website www.etenders.gov.ie with respect to this competition seeking tenders from interested parties. This Tender Information Memorandum provides additional information in relation to the competition including the proposed contractual arrangements.

This document together with the other tender documents are detailed in the document register issued with this Invitation to Tender.

The top six successful Tenderers will be required to enter into the Framework Agreement with UCC.

The Framework Agreement will be issued for a term of Four (4) years (the "Term").

UCC shall be entitled to terminate the Framework Agreement if a suitable Framework Agreement for **Construction Consultancy Services for Small and Minor Works Projects** is put in place by the Office of Government Procurement (the "OGP") during the term of the Framework Agreement.

The appointment of the successful tenderers to the Framework (the "Framework Supplier") does not constitute a contractual obligation from UCC to purchase or procure any services from the Framework Suppliers. UCC is not bound to use the Framework for all or any of the services and reserves the right to carry out separate procurement processes for services that fall within the scope of the Framework Agreement should it, at its sole discretion, consider it appropriate to do so.

2.3.1 Subsequent requirements under the Framework

Any contracts for individual projects ("Service Contracts") entered by UCC on foot of the Framework Agreement shall be on the following basis:

- The standard Conditions of Engagement for Consultancy Services (Technical) COE1 (Latest Edition) issued by the Irish Department of Finance will be used for this appointment. Collateral Warranties will be required for all sub consultants as Model Form MF 2.3 if applicable. (UCC PO will also be issued)

Or alternatively

- UCC Direct PO with UCC Terms & Conditions.

The works Projects the Construction Consultancy Team will be assigned to, will typically be Public Sector type projects using the PWCF5 Minor Building & Civil Engineering Works & PWCF6 Short Form Public Works Contracts or alternatively UCC Direct PO with UCC Terms & Conditions.

Details of these forms of contract are available from the Capital Works Management Framework website <http://www.constructionprocurement.gov.ie>

On each occasion that UCC decides to award a Service Contract pursuant to the Framework, it will do so by means of a mini competition. All Framework Suppliers will be invited to participate in each mini-competition. However, no guarantee can be given that any Service Contract will be awarded to any given Framework Supplier.

The services required to deliver the contracts for each of Stage's 1 to 5 are detailed in the Capital Projects Office Design Team Procedures and Schedules of Services included in the Tender Documents.

On each occasion that UCC decides to award a Service Contract pursuant to the Framework, it will do so by means of a mini competition. All Framework Suppliers will be invited to participate in each mini-competition. However, no guarantee can be given that any Service Contract will be awarded to any given Framework Supplier.

The award criteria for these mini competitions are envisaged as being:

Criterion	Typical Weighting
Comparative Cost	Ranging from 20% to 100%
Project Specific Methodology	Ranging from 0% to 70%
Project Specific Team	Ranging from 0% to 70%

All future fees must be based on the annual hourly rates included in the original tender to form the framework agreement, i.e. the hourly rates included in the resource matrix for future mini tenders must not exceed the original framework hourly rates.

Over the course of the Framework Agreement, the performance of the Framework Supplier will be assessed on the following key performance indicators:

- Compliance with requirements of CWMF
- Adherence to Clients Brief,
- Health & Safety Compliance
- Budget Compliance,
- Programme Performance and Completion on time
- Construction Stage Reporting
- Public Procurement Compliance

- Good Project Management by ER
- Compliance with Framework Rates

If UCC is not satisfied with the outcome of any such assessment in accordance with the performance measurement table, it may remove the Framework Supplier from the Framework in accordance with section 4 of the Framework Agreement.

The anticipated range of values for services are

- **Minimum €1,000 exclusive of VAT.**
- **Maximum €600,000 exclusive of VAT.**

The potential combined total value of the professional fees for Construction Consultancy Services to be procured under the Framework Agreements is estimated at **€3,500,000** exclusive of Value Added Tax (VAT) over the duration of the Framework Agreement.

3.0 SCOPE OF SERVICES AND POTENTIAL PROJECTS

3.1 Scope of Services

The terms of engagement for consultants is the Department of Finance Conditions of Engagement current at the time of the appointment. (available at <https://constructionprocurement.gov.ie/standard-conditions-of-engagement/>)

In order to support the UCC capital programme and UCC Strategic Plan 2023 to 2028, UCC intends to establish a Framework of Construction Consultancy Services for Small & Minor Works projects to work on various UCC projects for the Capital Projects Office, Once the Framework is established UCC will issue Mini Tenders for the various roles.

The scope of services is as set out in UCC's Design Team Procedures and associated schedule of services for each discipline.

The scope of service includes all work required to design and construct projects in a competent and professional manner (whether expressly stated or not); prepare all documentation and reports required by these procedures; obtain all necessary approvals whether Client, Planning and Building Unit, or statutory approvals, all in accordance with the above documents or as otherwise modified by the briefing information. All work required to comply with the Building Control (Amendment) Regulations 2014 is included in the scope of service, including the roles of Design Certifier and Assigned Certifier to be carried out by the Design Team Leader

Consultation with UCC and UCC's end users is an on-going process during the stages and is included as part of the Service. In particular, the service includes for repeat submissions (where required), meetings and such other communications as may be needed to complete the Project or Stage.

Delays caused by the main contractor resulting in prolongation of the contract are not a cause for additional fees in accordance with the Conditions of Engagement

The successful framework participants will be required to provide the full range of consultancy services for the delivery of projects including but not limited to the following.

- Architectural Services (including DAC & Planning & Landscaping Design Services)
- Civil/Structural & Fire Engineering Services
- Mechanical & Electrical Engineering Services
- Project Supervisor Design Process (PSDP)
- Quantity Surveying Services
- Employers Representative

UCC will enter into a contract with the Design Team Leader who is identified as the Architect . The Architect will enter into a sub consultancy agreement with the other consultants i.e. Civil & Structural Engineer, Mechanical & Electrical Engineer, PSDP, Quantity Surveyor, ER, Design Certifier, Assigned Certifier and other specialist skill providers

These agreements will be furnished to UCC once signed. A Collateral Warranty will be completed between the Employer and all sub consultants using model form 2.3 latest revision.

The first payment in relation to consultants' fees is conditional on all sub-consultancy agreements, collateral warranties and signed contracts being in place.

The Architect will act as Design Team Lead for this project for stages (i) to (v) and will be responsible for liaising with and co-ordinating the activities of the other Consultants in all design related matters.

In addition, the Design Team Leader is required to act as Design Certifier and Assigned Certifier in accordance with the requirements of the Building Control (Amendment) Regulations 2014 and the associated Code of Practice for Inspecting and Certifying Buildings and Works. Amended April 2014

Other Design Team members are responsible for all work (relevant to their discipline) required to design and construct the project in a competent and professional manner (whether expressly stated or not) and must produce all necessary ancillary certificates, other documentation and calculations required by the Design/Assigned Certifier for submissions to the Local Authorities and produce certification on all items specific to their discipline for the project to fully comply with the new act in accordance with SI 9 of 2014 & Code of Practise for New Building Regulations 2014

Design Team members are required to co-operate with each other and the Design Team Leader and provide (in a timely manner) all information and documentation needed to permit the other design team members to complete their work.

A member of the successful team will be required to fulfil the role of Employers Representative ("ER") for the Contract in accordance with the requirements of the CWMF. The ER can be independent of the other members of the design team i.e. a separate individual or company or can be chosen from within one of the participating team members.

The successful team will have to provide a suitably qualified candidate to fulfil the role of Project Supervisor Design Process (PSDP) as per regulations 11 to 13 of the Safety Health and Welfare at Work (Consultancy) Regulations (2006) and also in compliance with the SHWW (Construction) Regulations 2013.

The role of the Carbon Co-ordinator (CC) if required will be a separate UCC direct appointment and will support the delivery of project's embodied and operational carbon targets, applying the EU Level(s) Framework (or equivalent) and industry guidance from the Irish Green Building Council's *Implementation of Circularity, Whole Life Carbon and Life Cycle Costing in Public Construction Projects*, for the full building lifecycle up to 12 months post-occupancy.

The role Energy Efficient Design (EED) Facilitator, if required, will be a separate UCC direct appointment. The Facilitator operates independently of the design team and reports directly to UCC, and will deliver Energy Efficient Design in accordance with I.S. 399:2021 (Energy efficiency design – Requirements with guidance for use) including energy performance verification updates at the relevant stages, assist with SEAI funding applications, and compile Energy Balance Study of the baseline.

UCC Sustainability Policy- In the context of sustainability, UCC aspires to achieve BREEAM "excellent" & A3 rating as a minimum standard.

Building designs are to achieve a Nearly Zero Energy Building and be zero carbon during construction and operation.

The Lead consultant for the delivery of BREEAM shall be the Mechanical and Electrical Consultant; however, both the architect and civil & structural engineers shall have significant input into the BREEAM process and shall assist the M&E consultant (or any agent engaged by the M&E Consultant with respect to BREEAM) in all aspects of delivering a BREEAM "Excellent" building throughout all stages of the project.

The Lead M&E Consultant shall include for all services, specialist or otherwise to deliver a BREEAM "excellent" building, including design, inspection, testing and commissioning throughout all stages of the project, including producing any reports necessary.

This will include but not limited to:

- A qualified Advisory Professional (AP) as defined in “BREEAM Professionals – A guide to Understanding their Roles”;
- Specialist Commissioning Manager;
- Seasonal Commissioning;
- Sustainability Champion for Design and Monitoring Progress; and
- All necessary reports required to provide a BREEAM “Excellent” building.

All team members involved in the delivery of BREEAM i.e. Mechanical and Electrical Consultant; Architect and Civil & Structural Engineers shall jointly complete a Gap Analysis prior to the team’s tender submission to ensure all required services associated with the delivery of BREEAM are covered in the overall Fee bid.

Any additional fee claims for services, reports or otherwise related to the delivery of a BREEAM rated building will not be considered, and all consultants are reminded to ensure that they have fully included for the delivery of a BREEAM rated building as part of their tender price.

Whole Life Cycle Cost and Carbon reporting in accordance with CWMF Template CC1

The design of the building must comply with international best practice requirements and all statutory and legal requirements.

Design reviews with UCC / UCC subsidaries facilities management personnel will be held at each stage of the design process.

BIM will not a requirement for all contracts however may be a requirement for future mini tenders therefore all Design Team members must have BIM capability & BIM compatible software to implement this requirement.

Obtain all Statutory Approvals including Planning Permission, Fire Safety Certificate & Disability Access Certificate.

UCC are committed to Green Procurement in accordance with “Green Tenders – An Action Plan on Green Public Procurement” published by Department of Public Expenditure and Reform

The design of the building must comply with international best practice requirements UCC specific design requirements will need to be met. Standard UCC policy documents with regard to Access Control, BMS, CCTV, Structured Cabling, Guidelines for Accessible WCs and Guidelines for Designing Autism Friendly Spaces have been included with the tender documents.

3.2 Potential Projects

The following are a list of upcoming UCC projects that may be tendered to through this Framework;

- Cork University Dental School & Hospital -Phased Refurbishment – future Phases 3 & 3a
- Cork University Dental School & Hospital Outreach Centre
- Granary Theatre Refurbishment
- Boole Library Refurbishment (Minor Phased Refurbishments)
- BSU Upgrade Works
- Projects for UCC Subsidiaries
- SEAI Funded Pathway Projects
- HEA Devolved Grant Funded projects; and
- Multiple Backlog Maintenance Projects.

4.0 TENDER COMPETITION

The Contract is being made by a process of competitive tender using the Open Procedure. The regulatory framework applicable to the tender process comprises Directive 2014/24/EU which is transposed into Irish Law in 2016 under S.I. No 284/2016. The tender process is being conducted in compliance with this legislation. The Open Procedure comprises a single stage process in two parts which is summarised below. UCC reserve the right to discontinue the process at any time

4.1 SUMMARY OF THE TENDER PROCESS:

A notice (“Contract Notice”) will be dispatched by UCC to the Official Journal of the European Union (OJEU) and to the Irish procurement website www.etenders.gov.ie with respect to this competition seeking tenders from tenderers. Tenderers will be invited to tender and to submit their suitability assessment questionnaires and priced submissions. The Tenderers submission will be in two parts.

Pre-Qualification Stage (Part 1)

Part 1 will contain the completed Suitability Assessment Questionnaires and all associated supporting documents. The first part will be assessed on a Pass/ Fail basis, failure of the tenderers to meet the minimum requirements of the Pass/Fail criterion will result in the tenderer’s elimination from the process.

Tender Stage (Stage 2)

Part 2 -Tenderers who pass Part 1 will proceed to Part 2 the tenders will be evaluated under the Most Economically Advantageous Tender against criterion set out in Section 5 of this document. It is UCC’s intention to appoint the highest ranked Tenderer to the role on the basis of the application of the award criteria

that will be set out in the Invitation to Tender document (the “ITT”) subject to compliance with all relevant pre-conditions as determined by UCC.

No commitment of any kind, contractual or otherwise shall exist until a Letter of Acceptance and a Framework Agreement has been executed by or on behalf of UCC. Any notification of preferred bidder status by UCC shall not give rise to any enforceable rights by the relevant Tenderer.

4.2 PROPOSED TIMETABLE

The proposed timetable for the award of the contract is set out below. The dates provided are preliminary only and may be subject to change at UCC’s absolute discretion.

Key Milestones	Planned Dates
Upload on e-tenders/OJEU Invitation to tender documents	14 th August 2026
Closing date for receipt of questions- Noon	9 th September 2026
Closing date for return of tender - Noon	18 th September 2026
Assessment & Letters to successful/unsuccessful / Cooling Off	30 th September 2026
Issue of Framework Agreements	October 2026

4.3 SELECTION OF SUCCESSFUL TENDERER’S

UCC will select a service provider that is assessed on the basis of the Most Economically Advantageous Tender.

4.4 AMBIGUITY, DISCREPANCY, ERROR, OMISSION

If a Tenderer becomes aware of any ambiguity, discrepancy, error, or omission in or between these tender documents, it must immediately notify UCC, even after the Deadline for Queries (as defined below) has passed.

4.5 CLOSING DATE AND TIME FOR RECEIPT OF TENDER SUBMISSIONS

The latest date for receipt of Tenders is **noon on the 18th of September 2026** (“the Tender Closing Date”). Late tenders will not be accepted.

Tenderer’s submissions must be by **electronic means only** through the e-tenders portal ONLY available on www.etenders.gov.ie

Tenders submitted by any other means will not be accepted.

Please note there is a maximum of 10MB for each document sent to the eTenders postbox.

We advise that each tenderer allows sufficient time for their submission to upload

The nominated person for receipt of Tenders is:

**Mr Tim Cronin
Capital Projects Officer,
Buildings & Estates Office,
University College Cork,
College Road, Cork**

Tenderers should complete the Suitability Assessment Questionnaire, Form of Tender & Schedule included with this document. They should return all supporting information in the format requested

Tenderers should not provide, at this stage, any information other than that requested. University College Cork (UCC) will not consider any additional information as part of the evaluation process. It is stressed that returned documentation will not be evaluated if they are in any form other than that required.

It is the applicant's responsibility to ensure that all the necessary information is supplied and that it is accurate.

Submissions must be in English only.

4.6 EXTENSION OF DEADLINE FOR RECEIPT OF TENDER SUBMISSIONS

UCC may, at its absolute discretion, extend the Tender Return Date. Any extension will be notified in writing.

4.7 QUERIES & CLARIFICATIONS

Every effort has been made to ensure that this document contains all the necessary information for Tenderers to participate in this Tender. If you require clarification of any aspects of this document, you may direct enquiries only to the 'Questions and Answers' facility available on www.etenders.gov.ie by noon on **9th September 2026** (the "Deadline for Queries"). Queries received after the Deadline for Queries will not be responded to. Replies will be circulated to all shortlisted tenderers.

Where appropriate, questions may be amalgamated. Tenderers should note that UCC will not make responses or clarifications to individual Tenderers privately and that queries received by phone or other email addresses will not be responded to.

If a Tenderer believes a query and/or its response relates to a confidential or commercially sensitive aspect of its Tender submission it must mark the query as “Confidential” and state, the reason(s) why. If UCC, at its absolute discretion, is satisfied that the query and/or its response should be properly regarded as confidential or commercially sensitive, the nature of the query and its response shall be kept confidential, subject to any obligations under law. If a Tenderer has designated the query as confidential or commercially sensitive, and UCC decides that the response should be sent to all Tenderers, UCC will so notify the Tenderer concerned, who will have the option of withdrawing the query. UCC may still issue any information it considers appropriate to all Tenderers following withdrawal of the query.

UCC reserves the right to issue or seek written clarifications in relation to any Tender Submission.

UCC reserves the right to update or alter the information contained in the Tender Documents at any time up until the Closing Date by notice to Tenderers by email. In the event of such updates or alterations, UCC reserves the right to postpone the Tender Submission Deadline to allow Tenderers sufficient time to respond.

4.8 RELIANCE ON RESOURCES

Where, in order to prove its financial, economic and technical standing, a Tenderer 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, but not limited to, for example, reliance on a parent company’s resources), it must provide evidence that it has available to it the resources of those entities or undertakings which are necessary for the performance of the Services Contracts to be awarded pursuant to the Framework Agreement. For example, a written undertaking from such an entity confirming that it will provide the necessary support will suffice. If sufficient evidence is not provided, the Tenderer will be evaluated based on its own financial, economic, and technical standing. A contractual commitment may be required prior to execution of this Contract.

5.0 EVALUATION PROCEDURE

The process for evaluating tender submissions is outlined below. Tenderers’ tender submissions and supporting documentation will be evaluated in accordance with the criteria as set out in Articles 45 to 52 of Council Directive 2004/18/EC.

5.1 AWARD CRITERION

The evaluation will be completed in two parts. The first part will be assessed on a Pass/ Fail basis as detailed in Suitability Assessment Questionnaire QC2 under the following headings: -

- Completed SAQ QC2
- Completed ESPD
- 3.2 Professional or Trade Register
- 3.3 Financial and Economic Standing as 3.3a to 3.3g of SAQ.
- 3.4. Technical Capability as 3.4c to 3.4e of SAQ.

****NOTE PERSONNEL ARE PART OF QUALITATIVE ASSESSMENT**

Failure of the tenderers to meet the minimum requirements of the Pass/Fail criterion will result in the tenderer's elimination from the process.

The second part of the process is the tenders will be evaluated against the following award criterion to determine the Most Economically Advantageous Tender. The award criterion and their relative weightings will be

Criterion	Weighting
Proposed Cost	30%
A1 -Project Specific Team Include CV's for each Team Member, CV's maximum size 2 A4 Typed pages and brief summary of role of each key member maximum size ½ A4 typed page. Each CV must demonstrate previous experience of similar type projects.	20%
A2 Methodology Include a proposed methodology on how the role of Single Design Team will be delivered on a typical GCCC Minor Building & Civil Engineering Works project of value c. €4m comprising upgrade works in an existing live campus building, outline what in your opinion are the three key deliverables, three key challenges and three key opportunities should you be successful in your application for the proposed role <i>(Maximum no 3no A4 Typed pages).</i>	20%
A3 Ability to Deliver on Budget and Programme The Infrastructure Guidelines and the Capital Works Management Framework place a clear obligation on all contracting authorities to ensure value for money in the delivery of publicly funded projects. Both Cost Control & Value for Money are critical consideration for UCC in the delivery of Capital Projects. In line with this obligation, all design team members shall be collectively and individually responsible for ensuring strict adherence to the Project Budget at each stage of the design process. This responsibility applies across all project stages and must be demonstrably upheld through proactive cost planning, rigorous cost control, and continuous budget monitoring and control. Tenderers shall submit a detailed methodology describing cost control tools and techniques to be utilised throughout the design process to ensure strict adherence to the Project Budget as stated in the Definitive Project Brief. Tenderers must also consider integration of engineering, lifecycle costing, approach to managing scope & other changes, delays and mitigating cost overruns. Greater marks will be awarded to tenderers that can demonstrate case studies of past projects, where similar tools and techniques were successfully implemented to maintain budget and programme. <i>Maximum of 3No. A4 Typed pages</i>	30%

5.2 METHODOLOGY FOR MARKING

The methodology for marking as detailed in the Instructions to Tenderer's is to be replaced by the following.

The MEAT criterion for Criterion A1 to A3 will be marked using the following methodology. Each question will be marked out of 100 and the allocated Mark will then be weighted, and an overall score calculated for the tenderer.

Assessment	Score	Interpretation
Excellent	91-100	Comprehensive response, demonstrating extensive experience, qualifications, expertise, and systems as applicable. Description fully supported.
Very Good	81-90	Response demonstrates very good experience, qualifications, expertise, and systems as applicable. Description is strongly supported.
Good	71-80	Response demonstrates good experience, qualifications, expertise, and systems as applicable. Description is well supported.
Satisfactory	61-70	Response demonstrates some experience, qualifications, expertise, and systems as applicable. Description is supported.
Acceptable	41-60	Response demonstrates limited experience, qualifications, expertise, and systems as applicable. Description is partially supported.
Unacceptable	0-40	No response or unacceptable information provided.

Tenders will be evaluated against the quality criteria set out in the Particulars. Any Tenderer:

- (i) Not passing on a 'pass / fail' criterion, or

- (ii) achieving less than 40% of the maximum marks on an individual 'quality' criterion or
- (iii) achieving less than 50% of the total available quality marks

will be excluded from further consideration.

Those Tenderers whose tenders have not been excluded following the carrying out of the compliance check at Section 9.3 of ITT and the evaluation against the quality criteria as above will then have their tender prices assessed.

5.2.1 Price Assessment

The price score will be determined by taking the following steps:

- The Contracting Authority will apply the tenderer's tendered hourly rates to the notional hours set out in the particulars leading to a notional figure for the time charges.
- Where a percentage fee has been properly tendered for carrying out the Services or any element of the Services, this percentage will be applied to the notional capital value set out in the Particulars to derive a notional lump sum for the purpose of assessment only.
- Where a fixed price lump sum for carrying out the Services or any element of the Services has been properly tendered, this lump sum will be added to the figure obtained under (i) above, where relevant.
- The total figure thus obtained will be the overall notional tender price for the purposes of assessment.

The Tenderer with the lowest overall notional tender price following the assessment will be awarded the maximum marks available for price. Other Tenderers eligible for appointment are then scored by deducting one half of one percent (0.5%) of the total marks available for price for everyone percentage points difference between the lowest eligible price and that of the Tenderer under consideration. The lowest price mark which can be obtained is zero. Fractions of points shall be rounded to the nearest whole mark.

Price marks for Tenderer = $A \times (1 - (0.5 \times [(B - C)/C])$

where:

A = Total marks available for price

B = Tender price of Tenderer

C = Lowest eligible tender price

5.2.2 Quality Assessment

In the quality assessment, the Tenderer(s) considered to have the highest technical merit in each criterion being assessed (or sub-criterion, where used) will be given the maximum marks available for that criterion (or sub-criterion, where used). All other Tenders will be marked for each criterion (or sub-criterion where used) relative to the tender(s) assessed as having the highest technical merit for that criterion (or sub-criterion, where used). Each Tenderer's quality marks for each criterion shall be totalled at the end of the assessment process. The highest scoring Tenderer eligible for appointment will then be awarded 100% of the available marks for quality for each criterion (or sub-criterion where used) and all others will be awarded a proportion of the total available marks equal to the proportion that their quality score represents of the highest scoring Tenderer. Fractions of points shall be rounded to the nearest whole unit.

Quality marks for Tenderer = $A \times (C/B)$

where:

A = Total marks available for quality

B = Total marks awarded to highest scoring Tenderer for all quality criteria

C = Total marks awarded to Tenderer for all quality criteria

The quality and price marks for the Tenderers which have not been excluded must have regard to the Quality: Price Ratio set out in the Particulars. The Tenderer with the highest final score as determined by the formula below will be the Most Economically Advantageous Tender. In the event of a tie between Tenderers, the Tenderer with the highest marks for quality will be the Most Economically Advantageous Tender. In the event of a tie on the basis of quality marks, those Tenderers tied on quality marks will have their names included in an independently witnessed draw to determine the Most Economically Advantageous Tenderer.

Final score = $(A/B \times C) + (D/E \times F)$

Where:

A = Tenderer's total quality marks as determined in Section 5.2.1

B = Total marks available for quality

C = Quality Ratio as set out in Quality: Price Ratio

D = Tenderer's total price marks as determined in Section 5.2.2

E = Total marks available for price

F – Price Ratio as set out in Quality: Price Ratio

It is a condition of the tender that the total number of hours included in the Pricing Document multiplied by the hourly rate included in Schedule B must equal the total fee submitted.

Consultants are to complete the rates for time charges in both the Form of Tender & Schedule Part B Consultants Services & Fees as these will be the rates that will apply for suspension (Clause 4.22) and Clients Changes (Clause 11)

Abnormally low prices may be subject to exclusion from the process.

5.3 ADDITIONAL REQUIREMENTS

To assist in the evaluation of the Tender Submissions, UCC may require selected Candidates to attend an interview to clarify any outstanding issues arising from their responses.

5.4 DOCUMENTS INCLUDED

Refer to Document Register.

6.0 GENERAL CONDITIONS

6.1 COMPLIANCE

UCC's Authority's decision on whether a submission is compliant will be final.

If a Tender Submission fails to comply in any respect with the requirements set out in the Tender Documents, UCC shall be entitled (but shall not be obliged) to take such action as it considers appropriate, including but not limited to:

- rejecting the relevant Submission as non-compliant,
- without prejudice to UCC's right to reject the Submission,
- meeting with, raising issues and/or seeking clarification from the Tenderer in respect of the relevant Submission,
- requesting the Tenderer to provide UCC with information or items which have not been provided or have been provided in an incorrect form,
- waiving a requirement which, in the opinion of UCC, is minor, procedural, or non-material; and/or
- Amending the relevant requirement of the Documents and inviting Tenderers to adjust their Submission on the basis of such revised requirement.

6.2 FREEDOM OF INFORMATION

UCC undertakes to use its best endeavours to hold confidential any information provided by Tenderers as part of this procedure, subject to its obligations under law, including the Freedom of Information Act, 2014. UCC reserves the right to discuss aspects of the Tenderer's Submissions with its advisors and any relevant authorities where UCC considers such discussion necessary or appropriate.

Should any Tenderer wish that any information supplied by that Tenderer as part of this process not be disclosed because it is commercially sensitive, confidential, or otherwise exempt, the Tenderer must, when providing this information, clearly identify the specific information it does not wish to be disclosed and clearly specify the reasons for its exemption.

UCC accepts no liability whatsoever in respect of any information provided which is subsequently released or in respect of any consequential damage suffered because of such obligations.

Tenderers must note that it is not sufficient to include a statement of confidentiality encompassing all the information provided in the Submission.

UCC will use its best endeavours to consult with the Tenderer about sensitive information before deciding on any freedom of information request received.

6.3 CONFLICTS OF INTEREST

Any conflicts of interest or potential conflict of interest on the part of a Tenderer, individual employees, agents, or subcontractors of a Tenderer must be fully disclosed to the UCC as soon as the conflict or potential conflict is or becomes apparent. In the event of any conflict or potential conflict of interest, UCC may invite Tenderers to propose means by which the conflict might be removed. UCC will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from the competition or terminating any contract with a Tenderer.

6.4 PUBLICITY

No publicity regarding this competition is permitted unless and until UCC has given its prior written consent to the relevant communication.

6.5 CONFIDENTIALITY

All documentation, information or other materials disclosed or furnished by UCC to Tenderers during this competition.

- are furnished for the sole purpose of replying to this competition only.
- may not be used, communicated, reproduced, or published for any other purpose without the prior written permission of UCC.
- shall be treated as confidential by the Tenderer and any third parties (including subcontractors) engaged or consulted by the Tenderer; and must be returned or destroyed when so requested by UCC.

6.6 TAX CLEARANCE

It is a pre-condition to the execution of this Contract that the relevant Tenderers shall for the Term comply with all EU and domestic taxation law and requirements.

Prior to the execution of this Contract, the relevant Tenderers shall be required to produce a Tax Clearance Certificate or PPSN/Tax reference number and tax clearance access number from the Irish Revenue Commissioners.

6.7 EMPLOYMENT LAW

Tenderers shall be solely responsible in law for the employment, remuneration, taxes, immigration, and work permits of all personnel retained for the provision of the Services.

6.8 INTERFERENCE AND INDUCEMENT TO PURCHASE

Any effort by a Tenderer to unduly influence UCC, a member of its staff or any other relevant persons in the course of this competition shall result in that Tenderer's Pre-Qualification Submission being rejected.

6.9 INDUSTRY TERMS USED IN THIS RFT

Where reference is made to a particular item, source, process, trademark, or type in this brief then all such references are to be given the meaning generally understood in the relevant industry and operational environment.

6.10 GENERAL

All information supplied by Tenderers may be treated as contractually binding on the Tenderers if accepted by UCC.

UCC may cancel this procurement competition (or part thereof) at any time for any reason prior to the Contract.

UCC will not be responsible for any costs, expenses, charges, or losses incurred by Tenderers in the preparation of Tender Submissions of any other associated work effort concerning this competition.

Candidates should study the contents of this RFT carefully, including the information and documents contained in the Appendices.

Tender Submissions will be evaluated in their own right. No recognition will be given to information previously submitted.

UCC reserves the right, without notice, to terminate the process or change any part of the Competition including the time limits and the procedures for the competition. In such circumstances, UCC and its advisors shall not be liable to any persons as a result thereof.

Candidates should be aware that Irish legislation applies in matters such as Official Secrets, Data Protection, Employment, Equality and Health & Safety.

Data Protection (GDPR)-We wish to draw your attention to the UCC revised Data Protection Policy on the UCC website. This policy has been comprehensively revised and updated in light of GDPR. It is a statement of the University's commitment to protect the rights and privacy of individuals in accordance with the Data Protection legislation. It sets out responsibilities for all managers, employees, contractors and anyone else who can access or use personal data in their work for the University. This policy will be adhered to as part of this procurement process. Please also see attached Information Note on GDPR in relation to CWMF Standard Conditions of Engagement.

The laws of Ireland shall apply to this competition and shall be subject to the exclusive jurisdiction of the Irish court.