



UCDOPP5583 Invitation to Tender

For a

Multi-Operator Framework Agreement for Minor Works under €50,000

Including

Construction Works, Electrical Works and Mechanical Works

at

University College Dublin

Tender procedure: Open procedure

Tender Information	
Issue Date	3 rd September 2026
Site Visit Registration Deadline	15 th September 2026 (10.00am)
Site Visit	16 th September (morning)
Deadline for Queries on ITT	13 th October 2026 (12pm)
Tender Deadline	20 th October 2026 (12pm)

University College Dublin or any wholly owned subsidiaries thereof (the “Contracting Authority”) invites tenders (“Tenders”) to this Invitation to Tender (“ITT”) from economic operators (“Tenderers”) for the supply of the works under €50,000 as described in the published documents over three Lots:

Lot 1: Construction Works

Lot 2: Electrical Works

Lot 3. Mechanical Works

For more information, please see 3. About the Framework Agreement below.

ABOUT UNIVERSITY COLLEGE DUBLIN

Founded in 1854, University College Dublin (UCD) is a dynamic, modern University and is the largest University in Ireland with seven Colleges and thirty-eight Schools offering a comprehensive range of undergraduate and postgraduate programmes and is ranked within the top 1% of higher education institutions worldwide. Including overseas operations, its student population is over 38,000, of whom over 9,500 are graduate students. UCD is committed to maintaining a high level of research activity and to further developing its collaborative links with industry and commerce, and with educational and research institutions internationally. UCD is also a major employer with over 4,000 permanent personnel (full-time and part-time). For further information on UCD please visit www.ucd.ie.

UCD, Belfield

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

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

Current Campus Development Plan – in progress, newly completed and additions to the building stock

O’ Connor Centre for Future Learning (CFL)

The O’ Connor Centre for Future Learning comprises of 11,580m² of floor space across four levels, incorporating teaching and workspace facilities, a future learning resource hub, an atrium, and other common areas. This building opened in January 2026.

Science Phase III

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

New Student Residences

Work commenced in October 2025 on the new on-campus accommodation that will deliver 493 accommodation beds. This will have a specific waste collection point, location tbc.

Newman Refurbishment

The Newman Building, opened in 1970, spans about 23,000m² over six floors. Originally home to Arts, Humanities, Social Science, and Law, it was part of the 1964 campus master plan. Fire safety upgrades were completed in 2015, followed by a phased refurbishment that modernized 10,100m² before pausing in 2020 due to COVID-19. Currently, the university is expanding Block H, adding two new floors and link corridors to Blocks E and K, along with improved access and a new stairwell. This will add approximately 2,296m² to the building. This additional space will be operational for the academic year 2026 / 2027.

Sports and student amenity masterplan

Phase 2 of this master plan is Currently under construction with a completion date of summer 2027. This next phase will introduce a multi-purpose sports hall, and an indoor tennis centre, which will also serve as an examination and assessment venue, further enriching campus life.

UCD Beech Hill / Founders District

As part of the Science Phase III project, certain Schools relocated to the L.M.I. Building in Beech Hill in September 2023. This building is just beyond the edge of campus on Beech Hill Road.

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

UCD Michael Smurfit Graduate Business School, Blackrock

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

UCD Lyons Farm

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

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

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

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

Museum of Literature Ireland (MoLI)

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

See <https://moli.ie/>

UCD by Numbers

1	Ranked within top 1% of higher education institutions world-wide
35	Percentage of international students
40	Percentage of undergraduate students from under represented cohorts
39	Percentage of international staff
64	Percentage of non-Exchequer funding
133	Hectares making up the woodland campus
163	Number of nationalities within the student body
848	Million euro annual turnover
847	Million euro won in externally funded research in last 5 years
2,141	Academic staff (FTEs)
2,008	Number of PhD students
1854	Year founded by John Henry Newman
2,379	Support Staff (FTEs)
5,243	Number of international students in overseas operations
12,219	Number of international students on main campus
12,250	Number of graduate students
12,363	Number of awards conferred each year
41,089	Total number of students (including overseas operations)
167,177	Square meters of science, engineering and innovation related facilities
350,714	Number of alumni across 183 countries
1,900,000	Approximate number of annual visits to library facilities

Notes:

Student data taken from HEA SRS Census Return as of 1 March 2025

Staff data taken from HR Quarterly Return February 2025

FTEs – Full Time Equivalents

Turnover figure taken from signed financial statements, 30 September 2025.

Other Resources

The University's Campus Development Plan is available at: <https://www.ucd.ie/campusdevelopment/>

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

UCD Climate Action Roadmap 2024 at

<https://www.ucd.ie/sustainability/t4media/UCD%20Climate%20Action%20Roadmap%20update%202024.pdf>

Sustainability and Environmental Matters

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

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

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

Energy Management

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

DOCUMENTS PUBLISHED FOR EACH LOT

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

No	Document Name
1	UCDOPP5583 Minor Works Framework ITT
2	UCDOPP5583 QW2 Works Contractors (Part 1 and Part 2) and Appendices
3	UCDOPP5583 Tender Response Document
4	UCDOPP5583 Pricing Schedule for each Lot
5	Tenderers Statement
6	ESPD
7	FTS-6 v1.7 and UCDOPP5583 Minor Works €50 PW-CF9 Framework Agreement
8	Lot 1. Construction Works Appendices: Design Risk Assessment for Roof Works at Magnetic Observatory
9	Lot 2. Electrical Works Appendices: - Design Risk Assessment for Outside Distribution Boards - O’Kane Centre Minor Works-GF - O’Kane Centre Minor Works-RF - Technical Submittal – Sotr 11 Fall Prevention Cable System (Metal Deck & Timber – Fasteners & Sleeves) – June 2026
10	Lot 3. Mechanical Works Appendices: - BW001_Ground – BW001.pdf - M200_WATER-DM200.pdf - DM200_Water-DM200 - Risk Assessment.pdf - UCD Induction.pdf - UCD Design Guidelines Draft Issue D2.0.pdf
11	UCD Campus Map for Site Visit

1. ABOUT THE FRAMEWORK AGREEMENT

3.1 General

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

Notwithstanding the foregoing, the Contracting Authority has adopted a Framework Agreement approach to the procurement of Works under €50,000 (Construction, Electrical and Mechanical) in order to leverage efficiencies and maximise cost savings over a four-year period. Any successful Tenderer who enters into a Framework Contract with the Contracting Authority in respect of this competition is herein referred to as a “Contractor”.

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

3.2 Framework Agreement

Tenderers should note the terms and conditions of the PW-CF9 Framework Agreement available to download at www.etenders.gov.ie. Tenderers are required to review the terms and conditions and indicate their acceptance thereof as part of their tender submission.

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

Any reservation with regard to these terms should be submitted as a query in accordance with the procedure described in Section 5.3 of this document. Any reservations not raised at this stage may not be raised after the completion of the tender process.

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

3.3 Duration of the Framework

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

3.4 Termination

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

4. COMPETITION PROCESS

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

4.1 Framework Agreement Award

The competition is divided into three lots (each a “Lot”) as described below. Each Lot will result in a separate framework agreement (each a “Framework Agreement”).

Lot 1: Construction Works

Lot 2: Electrical Works

Lot 3. Mechanical Works

It is anticipated that four members (each a “Framework Member”) will be appointed to a Framework Agreement for each of the Lots above. The Contracting Authority reserves the right not to enter into Frameworks Agreements for any particular Lot or Lots.

For each Lot, as part of the competition, we have a requirement for an Initial Project to be completed (“Initial Project”), which is detailed in Section 8. of this ITT.

In respect of each Lot, Tenders may submit Tenders for one or more Lots, however they must be in a position to provide the specific requirements and expertise required in each Lot tendered for. There is no limit to the number of Framework Agreements that a Tenderer may be appointed to.

Competition Process (all Lots)

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

- **Suitability Assessment Questionnaire**

For each Lot, Tenderers will be requested to participate in the competition by submitting a response to the UCDOPP5583 Suitability Assessment Questionnaire QW2 SAQ published. The Suitability Assessment Questionnaire consists of elements that require assessment of Responses on a pass / fail basis (“Pass/Fail”). Tenderers who fail one or more of the Pass/Fail criteria shall be excluded.

In relation to the SAQ submission:

- The completion of the SAQ response must be in one document in sequence from 3.2 onwards with ALL required evidence and signed declarations;
- **Separate folders for each section must not be submitted:**
- Only the required evidence must be submitted; and
- The QW2 – Part – 2 must be completed in full, signed and uploaded as a separate document.

- **Award Criteria**

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

The top ranked four Tenderers that achieve the highest marks under the Award Criteria subject to each Tender being a compliant Tender in accordance with the rules of the Competition, will be awarded the Framework Agreement and become Framework Members (“Framework Members”)

For the avoidance of doubt, the highest scoring Tenderer by reference to the award criteria set out in this ITT will be ranked Framework Member 1, the second highest scoring Tenderer by reference to the award criteria will be ranked Framework Member 2, the third highest scoring Tenderer by reference to the award criteria will be ranked Framework Member 3 and the fourth highest scoring Tenderer by reference to the award criteria will be ranked Framework Member 4.

See 7. How Tenders Will Be Evaluated

4.2 Initial Project (All Lots)

Once the four Framework Members have been appointed, it is envisaged that the Ranked No. 1 Tenderer submitting the most economically advantageous tender in relation to the specific award criteria will be appointed to this project(s) in each Lot. In Lot 1. Construction Works there are two projects.

The specifications for this project are detailed in Section 8 of this ITT.

4.3 Future Project Award Process

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

- Cascade: In respect of all Lots, the Contracting Authority may drawdown by way of cascade amongst the Framework Members for projects under €10,000; or
- Mini Competition: In respect of all Lots, the Contracting Authority may drawdown by mini-competition amongst the Framework Members for all project values.

Cascade and Mini-competition Process

1. Cascade (top four ranked Framework Members in each Lot) Under €10,000

Tenderers will be ranked on the scores awarded under the evaluation of their Tender responses to the published Award Criteria for each Lot in this competition. The ranking under these Lots will determine the order in which any requirements are drawn down by Cascade.

Each Lot will result in a ranking system where the highest scoring Tenderer by reference to the award criteria set out at 7. *How Tenders will be Evaluated (all Lots)* will be ranked number 1, the second highest scoring Tenderer will be ranked number 2, etc.

In the event that there is a tie for any position on a Lot, (i.e. a tie for positions 1-4), 7.6 Tie Break Rules will apply.

Where applicable, Tenderers should note that the ranking system under a Lot applies only to requirements drawn down by the Cascade mechanism. Any Mini-Competitions conducted under each Lot will NOT be affected by the ranking system; all Framework Members will be invited to tender for each Mini-Competition.

If awarding a Contract using the Cascade mechanism, the Contracting Authority shall contact the first ranked Framework Member who confirms that they:

- that they have capacity to undertake the work and can respond withing the required timescales or;
- cannot respond within the required timescales as detailed in the specification of requirements.

If first ranked Framework Member is unavailable, then the second ranked Framework Member should be appointed. If the second ranked Framework Member cannot meet the need (by reason of issues detailed above), the third ranked Framework Member should be approached and so on.

This cascade mechanism will be utilised where the top ranked four Framework Members are identified and will be eligible for a term of one (1) year from commencement of the Framework Agreement to meet the needs of University College Dublin.

Year	Ranked No 1	Ranked No 2	Ranked No 3	Ranked No 4
1	Framework Member 1	Framework Member 2	Framework Member 3	Framework Member 4

In subsequent years the ranked members will move to new Cascade positions as follows:

Year	Ranked No 1	Ranked No 2	Ranked No 3	Ranked No 4
2	Framework Member 2	Framework Member 1	Framework Member 3	Framework Member 4
3	Framework Member 3	Framework Member 1	Framework Member 2	Framework Member 4
4	Framework Member 4	Framework Member 1	Framework Member 2	Framework Member 3

Please note that if at any time UCD Estate Services determines that Framework Member 1 has reached workload capacity in UCD and is unable to meet their current required programme or work schedule in UCD on this Framework, Cascade projects shall be allocated to Framework Member 2 for the duration of the period in which the capacity constraint exists. Once the capacity issue has been resolved, project allocation may revert to Framework Member 1 in accordance with the framework arrangements.

2. Mini-Competition

As requirements arise during the term of the Framework Agreement, each Framework Member will be contacted to provide a quotation for the specific requirement, and the Framework Member who provides the most cost effective quotation will be awarded the contract.

Please note that some projects may be required at short notice and a shorter timeframe may be given in which to provide a quotation.

The mini-competitions will be carried out at 100% cost only.

4.4 Future Project Types

Lot 1. Construction Works

These projects will include:

- Upgrade and refurbishment works to educational and commercial facilities.
- Projects will vary from staff office alterations (moves and changes), toilet refurbishments,
- laboratory refurbishments, classroom, lecture theatre, and other teaching and learning
- facilities upgrades and/or refurbishments.
- Painting (internal and external), flooring, ceiling, partitioning, tiling and timberwork works will
- form the majority of the contract works. d) Contractors may be required to supply furniture as part of the contract.
- Contractors may be required to provide attendances to mechanical and electrical contractors
- as part of a project.

It is expected the works will be predominantly standalone construction refurbishment/minor construction works projects and will vary in value from €500 up to the value of €50,000 excl. VAT. The number of projects in any given year will vary and will depend on the University's current needs.

The works may also include refurbishment projects and Contractors may be required to operate as part of a multidisciplinary team, comprising Architects, Mechanical and Electrical Engineers and will be expected to liaise coordinate and often lead mechanical and electrical contractors.

Contractors will be expected to perform the Project Supervisor Construction Stage (PSCS) role for all the projects and must be qualified to do so.

Contractors will be expected to perform all Health & Safety roles on each project. They must provide individual bespoke Risk Assessments and Method Statements (RAMS) for each project that the Contractor will undertake and must be qualified to do so.

Lot 2: Electrical Works

Future projects will include upgrade and installation works to educational, residential and auxiliary electrical services installations. It is expected the works will be predominantly standalone electrical services refurbishment/minor works and maintenance services, and will vary in value from up to the value of €50,000.

Type of works will Include

- Installation of Emergency Lighting
- Installation of Fire Alarm systems
- Lighting Upgrades

- Toilet Refurbs
- Classroom Refurbs
- Office refurbs
- Outside Lighting Upgrades
- Distribution Board Upgrades
- Strip out of Areas for bigger projects
- Installation of Security Barrier systems / Cabling and Data and Cable ways only
- Installation of Fibre cables internal and external including termination and Certification
- Installation of CAT 6 and CAT 6A Cabling Across Campus
- Installation of Car chargers and controls
- Installation of wiring and BMS Controls for Heating and Immersion systems
- Installing Cabling for Alarm systems and Door access control systems

Lot 3: Mechanical Works

During the works contract, the Contractor may be required to complete works that will require a Site Specific Risk Assessment and Method Statement.

All equipment deployed during the contract works shall comply with the current European directives in connection with safety of machinery; all such equipment shall carry the “CE” marking.

The Contractor must comply with the Safety, Health, and Welfare at Work Act 2005. To this end only Contractor’s employees having completed “Safe Pass” training shall be allowed work on the site.

The Contractor must supply all their own safety equipment, harnesses, ladders, protective clothing etc. necessary to carry out the contract in accordance with HSA and UCD regulations.

The Contractor shall be responsible for taking all necessary steps regarding fire prevention, provision of special fire equipment and hot works permits. Under no circumstance shall fire-extinguishing equipment be removed from service, or their use rendered impossible because of the contractor’s work/practises.

The Contractor shall be responsible for taking all necessary steps regarding fire prevention, provision of special fire equipment and hot works permits. Under no circumstance shall fire-extinguishing equipment be removed from service, or their use rendered impossible because of the contractor’s work/practises

The Contractor shall ensure that portable appliance testing is carried out on all portable electric tools

Regarding Hot Works permits, the Contractor shall seek special permission from the Client before undertaking any of the following activities:

- Use of open flame welding equipment.
- Use of heat producing equipment - bitumen boilers, blowlamps, etc.
- All activities employing naked flames

The Contractor shall report all accidents to the clients. In addition, the Contractor shall report to the relevant authorities all dangerous incidents/ accidents.

4.5 Site Visit

The Contracting Authority will host a Site Visit for each Lot at the same time on the **16th September 2026 (morning)**.

Please note that Tenderers are limited to a maximum of two (2) representatives in attendance at the site visit. Tenderers wishing to avail of the opportunity to attend the site visit must confirm their registration by **10.00am on the 15th September 2026** via the eTenders messaging facility.

Please label your message "Site Visit" and include:

- 1) the names and role title for the two individuals from your organisation who will attend; and
- 2) the Lot name you are attending the visit for.

Final details of the site visit arrangements, including the meeting point for each Lot, will be issued via eTenders to all Tenderers who have pre-registered and provided the information requested above. Registrations that do not include the required information will not be processed.

No questions will be taken during the site visit. Please refer to Section 5.5, *Queries and Clarifications*, for details on the submission of queries. Tenderers are asked to arrive on time, as the site visit will commence as scheduled and late arrivals cannot be accommodated.

5. INSTRUCTION TO TENDERERS

5.1 Confidentiality

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

All information is given on the basis of strict confidentiality:

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

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

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

5.2 Disclaimers

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

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

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

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

This Invitation to Tender expands upon the information contained in the Contract Notice. The Contracting Authority also reserves the right to update, delete, vary, extend or alter this Invitation to Tender and/or the information and documents contained herein at any time by notice in writing or by email to all Tenderers.

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

5.3 Compliant Tenders

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

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

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

Tenderers are required:

- (a) To submit all documentation which this ITT requires to be submitted with their Tender;
- (b) To follow the format of this ITT and respond to each element of the Suitability Assessment Questionnaire and as set out in this ITT;
- (c) To conform to and comply with all instructions and requirements set out within the Suitability Assessment Questionnaire and this ITT;
- (d) To submit the statement required under Section 9. Acceptance of the ITT by Tenderer **on letterhead**; and
- (e) Not to alter or edit this ITT in any way.

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

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

5.5 Queries And Clarifications

All queries regarding this competition should be submitted via the eTenders messaging facility www.etenders.gov.ie. The closing date for receipt of such queries is **12.00pm on the 13th October 2026**. **Please label your message with the Lot Name that you have a query on.**

The following additional conditions govern the submission of queries:

- (a) No approach of any kind should be made to any other person within, or associated with, the Contracting Authority in connection with this Invitation to Tender. Any such approach may, at the absolute discretion of the Contracting Authority, result in the elimination of the Tenderer in question from this process.
- (b) The Contracting Authority will endeavour to respond to all reasonable queries received but does not undertake to respond to all queries indiscriminately. In particular, queries seeking interpretation of this Invitation to Tender document may not result in a response.
- (c) Responses will be issued by the Contracting Authority via the messaging facility on www.etenders.gov.ie. Where appropriate, queries may be amalgamated. Tenderers should note that the Contracting Authority will not respond to individual Tenderers privately.
- (d) In the event that a Tenderer considers a query confidential or commercially sensitive, it must mark the query accordingly. If the Contracting Authority considers, at its absolute discretion, that the query or related response should be properly regarded as confidential or commercially sensitive, the nature of the query and its response will be held as confidential, subject to the Contracting Authority's obligations under law.

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

5.6 Qualification of Tenders

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

5.7 Response Submission Requirements

The deadline date and time for receipt of tenders is **12.00pm on the 20th October 2026**. Tenders must be submitted via the electronic postbox available on www.etenders.gov.ie. Only Tenders submitted to the electronic postbox will be accepted. Tenders submitted by any other means (including but not limited to by email, fax, post or hand delivery) will NOT be accepted. **Tenders that are received late WILL NOT be considered in this Competition.**

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation before the Tender Deadline (as defined in paragraph 2.6.2). Tenderers should take into account the fact that upload speeds vary. There is a maximum of 500mb for the total documents (max of 2 folders of 250mb, or it could be 5 folders of 100mb, which can be included in the editable text).

In order to submit a document to the electronic postbox, please note that you must click "Submit Response". After submitting you can still modify and re-send your response up until response deadline.

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

In respect of each Lot, Tenders may submit Tenders for one or more Lots, however they must be in a position to provide the specific requirements and expertise required in each Lot tendered for. There is no limit to the number of Framework Agreements that a Tenderer may be appointed to.

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

For all up to date information on using eTenders, please refer to the Guidance Material on eTenders: <https://www.etenders.gov.ie/epps/home.do>

eTenders system usage queries are managed by eTenders Technical Support: <https://www.etenders.gov.ie/epps/PrepareContactUsAction.do>

Tender Upload

The submission must be uploaded as a **single zip folder**, and not individual documents/files.

Within the zip folder, there must be a separate folder structure for the Suitability Assessment Questionnaire, the Award Criteria and other documentation as follows:

1) SAQ submission:

- The completion of the SAQ response must be in **one document** in sequence from 3.2 onwards with **ALL** required evidence and **signed** declarations;
- Separate folders for each section must not be submitted:
- Only the required evidence must be submitted; and
- The QW2 – Part – 2 must be completed in full, signed and uploaded as a separate document.

2) Award Criteria Submission

- The Award Criteria requested appendices must be in a separate folder and clearly identified by Lot and criteria name e.g the RAMs in Lot 2 Electrical should be called Lot 2. Electrical RAMS

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

- **ONE** Tender Response Document in PDF (for all Lots);
- Pricing Schedule for each Lot in excel only (these must not be attached to the Tender Response Document);
- Completed and signed Tenderers' Statement on letterhead; and
- Completed and Signed ESPD

Failure to follow these instructions may lead to your submission being non-compliant.

5.8 Consortia and Prime/Subcontractors

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

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

5.9 Extension of Tender Period

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

5.10 Notice of Addenda

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

5.11 Cost of Preparation of Tender Submissions

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

5.12 Clarification of Abnormally Low Tenders

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

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

5.13 Tender Validity Period

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

5.14 Currency

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

5.15 Confidentiality

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

Similarly, the Contracting Authority undertakes to use all reasonable endeavours to ensure that any confidential information received from Tenderers is not disclosed to third parties, subject always to its obligations under law and the applicable provisions of the Freedom of Information Acts. In this regard, Tenderers are asked to consider if any of the information supplied by them in response to this Invitation

to Tender document should not be disclosed because of its sensitivity. Tenderers must specify the precise information that is sensitive and the reasons for its sensitivity. Tenderers are advised that it is not sufficient to merely include a statement of confidentiality encompassing all information contained in a tender submission.

The Contracting Authority cannot guarantee that any information provided by Tenderers, either in response to this Invitation to Tender or in the course of any Framework Agreement established as a result thereof, will not be released pursuant to the Contracting Authority's obligations under law, including the Freedom of Information Acts 2014 and the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, information provided by them during this Competition may be liable to be disclosed.

5.16 Publicity

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

5.17 Conflict of Interest

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

5.18 Data Protection

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

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

The Tenderer, as Data Controller in respect of any Personal Data provided by it in its response, is required to confirm in the statement required in Section 9. Acceptance of the ITT by Tenderer that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) whose Personal Data is provided by the Tenderer have consented to the processing of such Personal Data by the Tenderer, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of the participation of the Tenderer in this Competition or that the Tenderer otherwise has a legal basis for providing such Personal Data to the Contracting Authority for the purposes of its participation in this Competition.

5.19 Conflicts, Registrable Interests and Corrupt Gifts

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

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

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

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

5.20 Interference

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

5.21 Prohibition on Canvassing

Any Tenderer who, in connection with this competition:

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

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

5.22 Prohibition on Collusion

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

Any Tenderer who, in connection with this competition:

- (a) fixes or adjusts the amount or terms of their tender submission by or in accordance with any agreement or arrangement with any other Tenderer (other than a member of their own grouping or consortium); or
- (b) enters into any agreement or arrangement with any other Tenderer that they shall refrain from tendering or as to the amount or terms of any tender to be submitted; or
- (c) causes or induces any person to enter into such an agreement or arrangement as referred to in paragraphs (a) or (b) above; or
- (d) informs any Tenderer of the amount, approximate amount or terms of any rival tender; or
- (e) canvasses any other Tenderer in connection with this competition; or
- (f) offers or agrees to pay or give, or does pay or give, any sum of money, inducement or valuable consideration directly or indirectly to any person for any information in connection with any rival tender submission; or

- (g) communicates to any person other than the Contracting Authority the amount or approximate amount or terms of his proposed tender submission (except in the event that such disclosure is made in confidence and is necessary for the preparation of the tender submission); or
- (h) contacts any officer or employee of the Contracting Authority prior to the Framework Agreement being established about any aspect of the competition in manner not permitted by this Invitation to Tender document may be eliminated from the competition, without prejudice to any other civil remedies available to the Contracting Authority and without prejudice to any criminal liability such conduct by a Tenderer may attract.

5.23 Environmental, Social and Labour Law

In the performance of any Framework Agreement awarded, the Contractor(s), and their Subcontractors (if any), shall be required to comply with all applicable obligations in the field of environmental, social and labour law that apply at the place where the requirements are provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Schedule 7 of the Regulations.

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

5.24 Notification of Tender Evaluations

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

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

5.25 Presentation of Proposals

The successful Tenderer for the Initial Project(s) in Lot 1, 2 and 3 may be required to make a presentation of the proposal contained in their tender. The Contracting Authority will not be responsible for the cost of such presentations (in accordance 5.8). Performance at presentations will NOT be evaluated.

5.26 Acceptance of the ITT Requirements

Each Tenderer is required to accept the provisions of this ITT and all associate documentation. ALL TENDERERS MUST RETURN, with their Tender, a scanned signed copy of the Tenderer’s Statement, as

set out in Section 9. Acceptance of the ITT by Tenderer, **printed on the Tenderer's letterhead**. The Contracting Authority must be able to read the scanned signature of the Tenderer. If possible, please sign documents using blue ink. If the Contracting Authority cannot read the scanned signature, Tenderers may be requested to resubmit. Tenderers may not amend the Acceptance of the ITT Requirements.

5.27 Return of Signed Contracts

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

A signed Agreement/ Contract returned by the Contractor is not binding on the Contracting Authority until the Contracting Authority has signed the Agreement/ Contract. Where the signed Agreement/ Contract has not been received by the Contracting Authority within the period as specified then the Contracting Authority may proceed to award the Agreement/ Contract to the next highest-ranked Tenderer.

5.28 Withdrawal From This Competition

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

5.29 Third Country Economic Operators

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

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

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

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

6. IMPORTANT NOTICES

6.1 Governing Law, Choice of Jurisdiction and Execution

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

6.2 University Property

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

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

6.3 Relationship Between Parties

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

6.4 Priority of Conditions Framework Agreement

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

6.5 Invoicing

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

Please

see:

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

6.6 Contractor Staff Behavior

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

6.7 Negligence Claims

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

6.8 Engagement with Other Contractors

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

6.9 Engagement with Other Consultants

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

6.10 Legislative Requirements

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

- Safety, Health and Welfare at Work 2007 (General Application) Regulations, [S.I No.299 and 732 of 2007]
- Safety, Health and Welfare at Work 2007 (General Application) Regulations - Part 2 - Chapter 2 - Use of Work Equipment

6.11 Field Rates

The Pricing Schedules includes a tab "Field Rates" where the Tenderer must complete the rates for the first year of the Framework Agreement. In relation to Year 2, 3 and 4 of the Framework Agreement, Tenderers should note pricing may be increased only in the event of any Sectoral Employment Orders or other similar legislative changes. Any increases must be in writing to University College Dublin with four week's notice.

6.12 Pricing

All prices quoted in each Pricing Schedule must be all inclusive and include but not being limited to; wages, insurance, taxes holiday, sickness, management charges, administration/support services,

training, uniforms, PPE, insurances, transport, vans, mobile phone costs, ancillary costs, equipment, handheld tools and all other costs/expenses), be expressed in Euro only and exclusive of VAT.

All materials supplied & installed shall be competitively priced and be of the highest quality and shall in general match existing where possible. Material expenditures over €500 must be approved in advance of order placement by UCD Estate Services. Unapproved material orders will not be reimbursed by UCD. The Contractor is also responsible for providing the materials, including handheld tools, for carrying out works as described in this document.

Also please note the price submitted for the items must be held no matter how many extra items are required during the term of the Contract.

7. HOW TENDERS WILL BE EVALUATED (all Lots)

7.1 Suitability Assessment Questionnaire

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

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

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

7.2 Qualitative Award Criteria

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

Please see 7.3 Scoring Matrix below for information on the scoring matrix that will be used by the Evaluation Team to evaluate all submissions.

Lot 1. Construction Works

Award Criteria	Maximum Weighted Marks Available	Minimum Score Required	Maximum Page Count
A. Tenderer's Proposed Methodology to Initial Project Completion	300	180	5
B. Tenderers Approach to Management and Quality Control, Environmental and Sustainable Considerations	300	180	10
Total Marks	600	360	

A. Tenderer's Proposed Methodology to the Initial Project Completion (300 marks / 5 page maximum)

Tenderers must provide a clear and comprehensive methodology detailing their proposals to the Initial Project works as described in Section 8: Requirements and Specifications. Contractors must be able to clearly demonstrate their ability to complete the works to the highest possible standard.

Response should include, but not be limited to the following:

- Submission of a detailed example of a site-specific Risk Assessment & Method Statement for the works contract that demonstrates that all potential risks posed by the execution of the works have been adequately foreseen, with suitable risk-avoidance and mitigation measures proposed. **This must be submitted as an appendix.**
- Provide details of the Site Coordinator proposed to deliver the project. Your response should include a detailed bio for the person proposed including relevant experience in the management of similar contracts in a live environment.
- Outline what the Tenderer would consider to be the biggest challenges encountered on these works and what plans will be put in place or what procedures might follow to mitigate their effects on the Contracting Authority.

B. Tenderers Approach to Management and Quality Control, Environmental and Sustainable Considerations. (300 marks /10 pages maximum)

Tenderers must set out a clear and comprehensive methodology for the provision of quality controls and management processes required to complete the Initial Project works as described in Section 8: Requirements and Specifications. Tenderers must also demonstrate in a clear and comprehensive manner how their operations will contribute to the UCD Sustainability Plan to 2030 and reinforce the UCD commitment to delivering meaningful impact through sustainable policies, practices, and day-to-day activities.

Your response must include any innovative products or practices in compliance with the requirements to promote environmental considerations during the project.

Responses should include, but not be limited to the following:

- a) Details of how the Tenderer's organisation will ensure that their quality standards will be utilised to ensure that quality works will be carried out.
- b) A statement detailing the proposed approach to dealing with change control for the works.
- c) Proposal for post-handover remediations where required once snagging has been completed by UCD Estate Services.
- d) Details of how the Tenderer's organisation will ensure that personnel are trained to provide requested services including applicable Health & Safety required training. Please include course accreditation details for safe pass, emergency first aid and manual handling.

Ultimate Cost

Award Criteria	Marks Available
Project Pricing Schedule	375
Field Rates	25
Total Marks	400

Tenderers are required to complete UCDOPP5583 Lot 1. Construction Works Pricing Schedule. Please note the completion instructions in "Note to Tenderers" tab in the pricing schedule. The Pricing Schedule includes a tab "Field Rates" where the Tenderer must complete the rates for the first year of the Framework Agreement. See 6.11 Field Rates.

Tenderers should refer to 6.12 Pricing before completing the pricing schedule. A fully completed pricing spreadsheet in excel must be included in the tender submission.

The Tenderer whose total Ultimate Cost is the lowest in both the Award Criteria above shall be awarded the maximum marks available, and all other Tenderers shall be marked relative to the lowest priced Tender using the following formula:

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

Lot 2. Electrical Works

Award Criteria	Maximum Weighted Marks Available	Minimum Score Required	Maximum Page Count
A. Tenderer's Proposed Methodology to Initial Project Completion	300	180	6
B. Tenderers Approach to Management and Quality Control, Environmental and Sustainable Considerations	300	180	10
Total Marks	600	360	

A. Tenderer's Proposed Methodology to the Initial Project Completion (300 marks / 6 page maximum)

Tenderers must provide a clear and comprehensive methodology detailing their proposals to the Initial Project works as described in Section 8: Requirements and Specifications. Contractors must be able to clearly demonstrate their ability to complete the works to the highest possible standard.

Response should include, but not be limited to the following:

- Submission of a detailed example of a site-specific Risk Assessment & Method Statement for a works contract that demonstrates that all potential risks posed by the execution of the works have been adequately foreseen, with suitable risk-avoidance and mitigation measures proposed. **This should be submitted as an appendix.**
- Provide details of the Site Coordinator proposed to deliver a high standard of works meeting all requirements outlined. Your response should include a detailed bio for the person proposed including relevant experience of management of a large client and their requirements.
- The approach to the provision of works describes in Section 8: Requirements and Specifications
- Outline what the Tenderer would consider to be the biggest challenges encountered on these works and what plans will be put in place or what procedures might follow to mitigate their effects on the Contracting Authority.

B. Tenderers Approach to Management and Quality Control, Environmental and Sustainable Considerations. (300 marks /10 pages maximum)

Tenderers must set out a clear and comprehensive methodology for the provision of quality controls and management processes required to complete the Initial Project works as described in Section 8: Requirements and Specifications. Tenderers must also demonstrate in a clear and comprehensive manner demonstrate how their operations will contribute to the UCD Sustainability Plan to 2030 and reinforce the UCD commitment to delivering meaningful impact through sustainable policies, practices, and day-to-day activities.

Your response must include any innovative products or practices in compliance with the requirements to promote environmental considerations during the project.

Responses should include, but not be limited to the following:

- a) Details of how the Tenderer's organisation will ensure that their quality standards will be utilised to ensure that quality works will be carried out.
- b) A statement detailing the proposed approach to dealing with change control for the works.
- c) Proposal for the recycling of old distribution boards and associated rubbish.
- d) Proposal for post-handover remediations where required once snagging has been completed by UCD Estate Services.
- e) Outline a proposal for a traffic management plan to facilitate the initial project with reference to the live working environment in relation to footpath and cycle lane.
- f) Details of how the Tenderer's organisation will ensure that personnel are trained to provide requested services including applicable Health & Safety required training. Please include course accreditation details for safe pass, emergency first aid and manual handling.

Ultimate Cost

Award Criteria	Marks Available
Project Pricing Schedule	375
Field Rates	25
Total Marks	400

Tenderers are required to complete UCDOPP5583 Lot 2. Electrical Works Pricing Schedule. Please note the completion instructions in "Note to Tenderers" tab in the pricing schedule. The Pricing Schedule includes a tab "Field Rates" where the Tenderer must complete the rates for the first year of the Framework Agreement. See 6.11 Field Rates.

Tenderers should refer to 6.12 Pricing before completing the pricing schedule. A fully completed pricing spreadsheet in excel must be included in the tender submission.

The Tenderer whose total Ultimate Cost is the lowest in both the Award Criteria above shall be awarded the maximum marks available, and all other Tenderers shall be marked relative to the lowest priced Tender using the following formula:

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

Lot 3. Mechanical Works

Award Criteria	Maximum Weighted Marks Available	Minimum Score Required	Maximum Page Count
Tenderer's Proposed Methodology to the Initial Project	300	180	8
Tenderers Approach to Management and Quality Control	200	120	6
Tenderer's Environmental and Sustainable Considerations	100	60	4
Total Marks	600	360	

A. Tenderer's Proposed Methodology to the Initial Project Works – 300 marks (8 page maximum)

Tenderers must provide a clear and comprehensive methodology detailing their proposals to the works as described in Section 8 Requirements and Specifications. Contractors must be able to clearly demonstrate their ability to complete the works to the highest possible standard.

Response should include, but not be limited to the following:

- a) Submission of a detailed example of a site-specific Risk Assessment & Method Statement for a works contract that demonstrates that all potential risks posed by the execution of the works have been adequately foreseen, with suitable risk-avoidance and mitigation measures proposed.
- b) Provide details of the Site Coordinator proposed to deliver a high standard of works meeting all requirements outlined. Your response should include a bio for the person proposed including relevant experience of management of a large client and their requirements.
- c) The approach to the provision of works describes in Section 8: Requirements and Specifications
- d) Outline what the Tenderer would consider to be the biggest challenges encountered on works and what plans will be put in place or what procedures might follow to mitigate their effects to the Contracting Authority.

B. Tenderers Approach to Management and Quality Control – 200 marks (6 page maximum)

Tenderers must set out a clear and comprehensive methodology for the provision of quality controls and management processes required to complete the works as described in Section 8: Requirements and Specifications.

Responses should include, but not be limited to the following:

- a) Details of how the Tenderer's organisation will ensure that their quality standards will be utilised to ensure that quality works will be carried out.
- b) Proposal for post-handover remediations where required once snagging has been completed by UCD Estate Services.

- c) Details of how the Tenderer's organisation will ensure that personnel are trained to provide requested services including applicable Health & Safety required training. Please include course accreditation details for safe pass, emergency first aid and manual handling.

C. Tenderer's Environmental and Sustainable Considerations - 100 marks (4 Page maximum)

Tenderers must demonstrate in a clear and comprehensive manner demonstrate how their operations will contribute to the UCD Sustainability Plan to 2030 and reinforce the UCD commitment to delivering meaningful impact through sustainable policies, practices, and day-to-day activities.

Your response must include any innovative products or practices in compliance with the requirements to promote environmental considerations during the project.

Ultimate Cost

Tenderers are required to complete UCDOPP5583 Lot 3. Mechanical Works Pricing Schedule. Please note the completion instructions in "Note to Tenderers" tab in the pricing schedule.

Tenderers should refer to 6.12 Pricing before completing the pricing schedule. A fully completed pricing spreadsheet in excel must be included in the tender submission.

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

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

7.3 Scoring Matrix (all Lots)

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

The following rules apply:

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

Weighting	Meaning
91% - 100%	A response that demonstrates an excellent level of quality, credibility, and understanding of requirements and provides comprehensive and convincing assurance that the Tenderer will deliver to an excellent standard.
80% - 90%	A response that demonstrates a very good level of quality, credibility, and understanding of requirements and provides assurance that the Tenderer will deliver to a very good standard.
60% - 79%	A response that demonstrates a satisfactory level of quality, credibility and understanding of requirements and gives reasonable assurance of delivery to an adequate standard but does not provide sufficiently convincing assurance to award a higher mark.
30% - 59%	A response where reservations exist. Lacks full credibility/convincing detail, and there is a significant risk that the response will not be successful.
1% - 29%	A response where serious reservations exist. This may be because, for example, insufficient detail is provided, and the response has fundamental flaws, or is seriously inadequate or seriously lacks credibility with a high risk of non-delivery.
0%	Response completely fails to address the criterion under consideration.

7.4 Qualitative Award Criteria Submission Rules

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

Responses to the Award Criteria below must be completed in the UCDOPP5583 Tender Response Document only. Only this document will be evaluated, should Tenderers use their own format or documents, they will not be evaluated, and the submission will be eliminated from the competition.

Tenderers submitting separate appendices with their response will lead to the tender submission being deemed non-compliant.

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

- 1) The response to the criterion above is limited to the page number above plus any required appendices. The response length is based on minimum font size 11, spacing 1.5 and minimum margins of 1.5cm. One A4 page means one side. Where the Tenderer's response exceeds this limit, the Contracting Authority will only read and evaluate the Tenderer's response up to the specified maximum page count. Any content in excess of the page count limit will not be read or evaluated.
- 2) Only appendices/attachments requested in each criterion will be evaluated. Any other documents submitted will not be considered.
- 3) Please answer all elements of each criterion in sequence from a) onwards.

7.5 How Final Scores will be Calculated (all Lots)

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

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

7.6 Tie Break Rule (all Lots)

In the event that there is a tie in total marks awarded (i.e. two or more highest ranking Tenderers obtain the same total mark for positions 1 - 4), the following tie-break rules will be adopted:

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

7.7 Initial Projects Award

Once the four Framework Members have been appointed in each Lot, it is envisaged that the **Ranked No. 1 Tenderer** in each Lot submitting the most economically advantageous tender in relation to the award criteria will be appointed to the Initial Project in their specific Lots as detailed in section 8.

8. REQUIREMENTS AND SPECIFICATIONS

8.1 Lot 1. Constructions Works Project

Project 1: Magnetic Observatory Roofing and Fabric works

The UCD O’Kane Film Institute formerly known as the Magnetic Observatory was gifted to UCD by Trinity College in 1975. The building was restored and refurbished in 2003 and converted into a cinema.

Following on from several issues with water ingress this project aims to overlay the entire roof with two layers of bitumen felt and upgrade any compromised areas of lead flashings.

The carpet in the Cinema area is to be replaced which will mean that the Cinema seating will have to be removed firstly to allow this element of the works be completed correctly. UCD want to avail of this opportunity to permanently remove two of the front row seats to allow for an adequate and inclusive wheelchair space in the front row. All the nosings on the tiers are to be replaced also.

As the access into the cinema area and the adjacent toilet facility are both stepped, compliant access ramps are to be constructed to allow ease of access for wheelchair users into the facility.

Some internal and external decoration work will also be part of this project.

Schedule of the works requirements are detailed on O’Kane Centre Minor Works-GF and O’Kane Centre Minor Works-RF drawings.

Roofing Works

- Ensure safe means of access / egress and edge protection are established
- Install a fall restraint system as detailed in specification attached and as layout detailed on drawing 002. System to be tested in accordance with IS EN795:2012 Class A & Class C.
- Pulling back and / or removal of formed lead capping / flashings to allow for roofing membranes to extend to the required line underneath and replacing on completion.
- Removal of lead flashings chased into the upstand wall and replace with new.
- Prime and overlay with two layers of (pre-approved by Client), torch bonded bituminous felt.
- Allow for the removal of 4no. existing roof cowls, weathering of the upstands and replacing of cowls on completion using stainless steel fixings.
- Allow for dressing of the roofing membranes over the existing upstand wall @ 6.500m x 700mm.
- Dressing back of lead flashings over parapets and completed roofing membranes.

Internal works

- Carefully unbolt and remove all existing seating from Cinema space and set aside for reinstallation.
- Uplift and dispose of existing carpet tiles and step nosing’s.
- Install new Client approved carpet tiles and nosing’s.
- Two coats of paint to feature walls to match existing colour.
- Two coats of paint to entrance lobby walls, ceiling and covings.
- Two coats of paint of entrance door and bathroom door.

- Two coats of paint to portico ceiling and covings.
- Reinstall cinema seating. Permanently remove 2no. seats from the front row to achieve an inclusive space for a disabled user.
- Form compliant ramped access to main entrance door and Bathroom door using Liscannor slabs to match existing surface finishes.

Project Two: Roebuck Offices – Lower Ground floor – File storage systems to be removed and disposed of.

This part of the project relates to the lower ground floor of the UCD Roebuck Office building. This room was a file storage area for the offices above. This area was flooded on occasions over the last period of heavy rain due to external surface water drainage issues which have since been rectified. The area has suffered from the extensive flood damage and UCD now wish to re-purpose the space.

- Dismantle and dispose of existing file storage racks including all floor mounted rails and chipboard infills and leave space clean and clear.

8.2 Lot 2. Electrical Works Project

Sports Distribution Board Upgrades and Outside Lighting Board upgrade - Project Description

This project consists of the installation of 3 new Distribution Boards

Two Distribution Board were designed by Best Power which are referred to Board one and two in the tender

Board number 3 is an existing outside lighting board with DZ fuses

Boards one and two have been designed and specified by Best Power (0868323217) with Shop drawings issued as part of the Tender

Distribution Board No 1 will require a builder to install a weather proof roof and door on the existing concrete structure

Distribution Board No 2 will require a builder to install a weather proof roof and door on the existing concrete structure

Below is a picture of the Distribution Board on the pitch which requires a Perspex roof and door x 2

Install a 32A single phase Commando socket and 13A Twin weather proof socket outside Distribution board 1 and 2 on the pitches

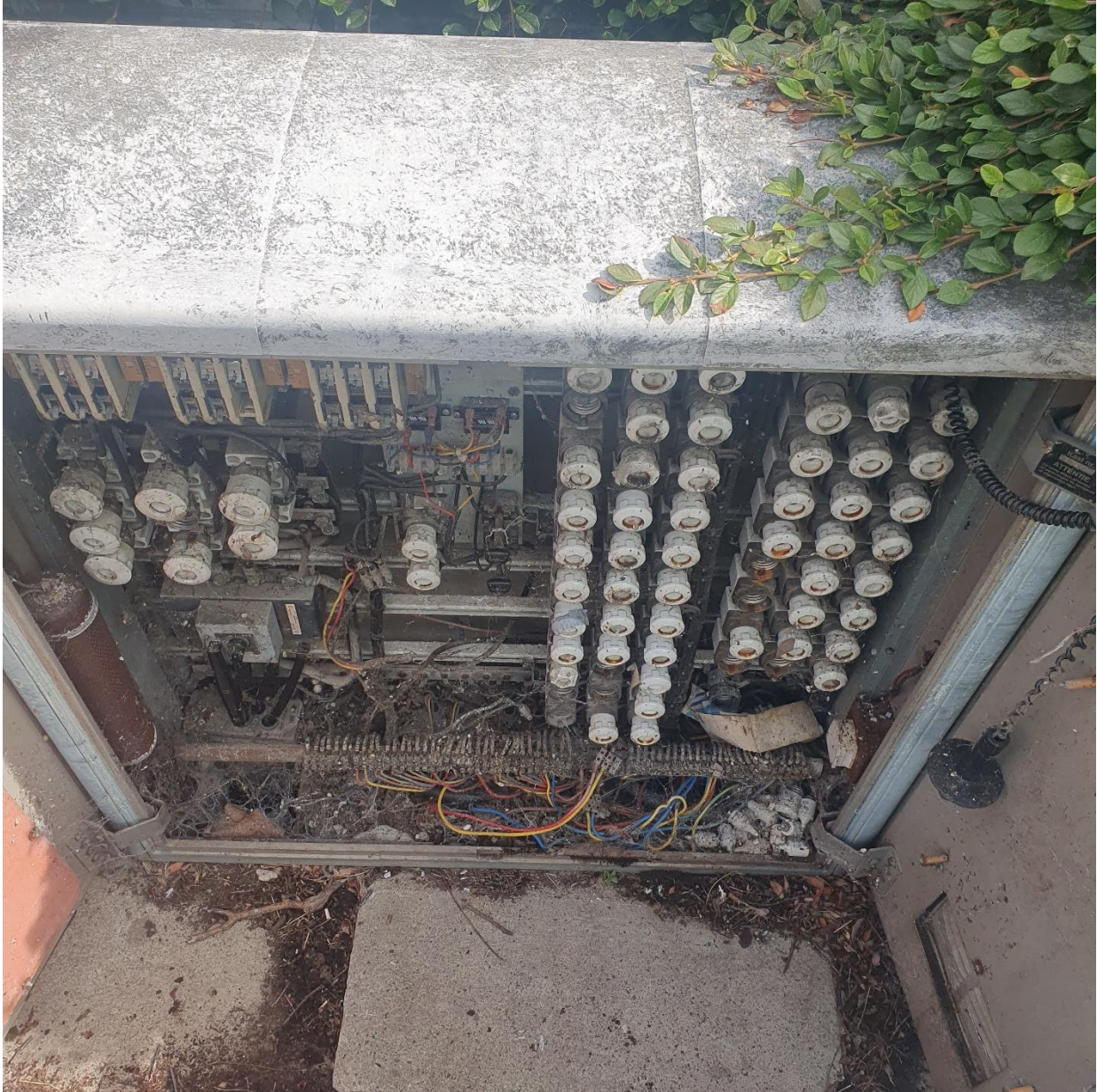
Distribution boards to be isolated and LOTO system in place



Distribution Board No3 is a design and build of a lighting distribution board inside of an existing housing
The successful Electrical Contractor will be responsible for the design building this board in position

This board will consist of

- 125A MCCB
- 45 - 16A MCBs
- 12 - 4 pole 25A N/C Contactors
- Wire and reinstate existing BMS control relays
- New din rail connectors at the bottom of the board for the circuits
- 2 New housings for the above list



UCD Estate Services will project manage the job.

All keys and access to Distribution Boards will be through Sports and Estate Services.

Each Distribution board to be installed separately with snags complete before the next Distribution board can be started.

All RAMS for works in these areas will be forwarded onto Estate Services and Sports Centre.

RAMS to include Builders work for each Distribution Board.

Specific RAM for each Distribution Board will be required.

BMS Works to Distribution Boards

All BMS works to Control Lighting will be carried out by UCD BMS Engineers

Electrical Contractor to work along with the UCD Team when Stripping out existing BMS Controls and cabling and reinstating into the new Distribution Boards

Health and Safety on Project

- UCD Estate services will be the designers on this project
- Electrical Contractor will be appointed as PSCS for the Project
- All personnel working on site to have a valid safe pass
- Works will only commence once UCD Estate Services receive RAMS for the project for Electrical works

Certification

- Electrical works to be carried out to the N.S.A.I I. S 10101:2020
- Test record sheets required for Electrical works carried out
- O and M manuals to be submitted when project is complete

Environmental

- All Distribution Boards down to be disposed of by Electrical Contractor
- All Cardboard and plastic to be disposed of by Electrical Contractor to be recycled
- All electrical materials to be sent to WEEE Ireland

8.2 Lot 3. Mechanical Works Project

Newstead Cold Water Storage Tank Upgrade Project

The Newstead Building is located on the UCD campus. The building comprises of two floors which accommodate a mixture of offices, meeting rooms, toilet facilities and labs. The building is an operational facility and the Contractor shall ensure that all works are carefully planned and executed to minimise disruption to the building services and its occupants.

The existing cold water storage tank serving the building is located in the ceiling void of the main lab on the ground floor which is inaccessible for maintenance purposes.

The purpose of this project is to relocate the location of the water storage tank to a more maintenance friendly location on the ground floor.

In summary the works shall include the following to minimise the disruption to the occupants of the building;

- Supply & installation of a new flow forge platform c/w steel support structure as detailed on the builders works drawing to suit the new cold water storage tank
- Supply & installation of a new format 30 cold water tank c/w booster pump on the ground floor as indicated on the mechanical drawings
- Supply & installation of all the distribution pipework to facilitate the new location
- Isolate & disconnect the mains water supply & cold water supplies from the existing cold water storage in the ceiling void & transfer to the new cold water on the ground floor.
- Safely strip out the redundant water tank, support structure and the associated pipework & fittings.

The Contractor shall include within the construction programme the anticipated duration of any water service interruption required to complete the works. Every effort shall be made to minimise the duration of any planned water isolation.

Full project details are located on the following drawings;

- BW001_Ground -BW001 (Builders Works Drawing)
- DM200_Water-DM200 (Mechanical Demolition Water Services Drawing)
- M200_Water-M200 (Mechanical Water Service Drawing)

CONFIDENTIALITY

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

9. ACCEPTANCE OF THE ITT BY TENDERER

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

TENDERERS' STATEMENT

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

RE: UCDOPP5583 Multi-Operator Framework Agreement for a Minor Works under €50,000

Including Construction Works, Electrical Works and Mechanical Works at University College Dublin

Having examined your Invitation to Tender (ITT), the Suitability Assessment Questionnaire, the PW-CF9 Framework Agreement and PW-CF6 Public Works Short Form of Contract and all other published documentation, we hereby agree and declare the following:

1. We understand the nature and extent of the Works required to be delivered as described;
2. We accept all of the Terms and Conditions of the Invitation to Tender document, Suitability Assessment Questionnaire, PW-CF9 Framework Agreement and PW-CF6 Public Works Short Form of Contract;
3. We undertake to treat the details of this Invitation to Tender document, the resulting tender submission and any subsequent clarifications as private and confidential;
4. We agree that, if awarded any PW-CF9 Framework Agreement and PW-CF6 Public Works Short Form of Contract we shall carry out all necessary Health and Safety training and associated statutory provisions required during the proposed period of works;
5. We agree that, if awarded any PW-CF9 Framework Agreement and PW-CF6 Public Works Short Form of Contract we shall, in the performance of such contract, comply with all applicable obligations in the field of environmental, social and labour law and will source any goods or services in countries subject to official international trading sanctions;
6. Acknowledge that acceptance by the Contracting Authority of a tender will not constitute a binding and enforceable agreement and that a legally enforceable agreement will not exist until and unless the Framework Agreement has been formally established by the Contracting Authority;
7. We confirm that all Data Subjects whose Personal Data is provided in our Tender have consented to the processing of such Personal Data by us, the Contracting Authority, the Evaluation Team and the supplier of the etenders.gov.ie website, for the purposes of our participation in this Competition or that we otherwise have a legal basis for providing such Personal Data to the Contracting Authority for the purposes of our participation in this Competition and that we will provide evidence of such consent and / or legal basis to the Contracting Authority upon request;
8. We do not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same);
9. The origin of goods connected to our Tender, if any, are not subject to the prohibitions set out in Regulation (EU) No 833/2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same); and

10. The subcontractor(s) on whose capacity we rely as part of our Tender (where the value of that subcontract exceeds 10% of the value of the Contract) does not come within the category of prohibited economic operators identified in Regulation (EU) No 833/2014 of 31 July 2014 (as amended by EU Regulation 2022/576 or any subsequent amendments to same).

SIGNED (Authorised Signatory)	Company
Print name	Address
Date	