

PROJECT INFORMATION MEMORANDUM

FOR

**THE ESTABLISHMENT OF A DESIGN AND BUILD CONTRACTORS
FRAMEWORK FOR WORKS CONTRACTS WITH AN ESTIMATED VALUE OF
LESS THAN €5M**

**Limerick
CITY & COUNTY
COUNCIL**

DEFINITIONS

Applicant	Means a single enterprise or Consortium submitting an application.
Application	Means an application submitted in response to the Contract Notice and this PIM, consisting of a completed SAQ, completed eESPD and any other documents required to be submitted in accordance with this PIM and the SAQ.
Application Deadline	Means the date and time by which Applications must be submitted in accordance with the requirements of this PIM and the SAQs, as detailed in section 15.2 of this PIM.
Architect or 'A'	Means the architect who acts as the Design Team Lead for the Applicant.
Clarification Deadline	Means the date and time by which submissions of clarification questions must be submitted by Applicants in accordance with this PIM, as detailed in section 14.2 of this PIM.
Contract(s)	Means the contract(s), if any, to be entered into as a result of this Competition.
Contracting Authority	Means Limerick City and County Council.
Contract Notice	Means the contract notice relating to this Competition published in the Official Journal of the European Union
Competition	Means this procurement competition conducted by the Contracting Authority in accordance with the Directive and the Regulations via the restricted procedure.
Consortium	Means a partnership, consortium, grouping of entities or any other form of joint venture formed to constitute an Applicant.
ITT	Means the invitation to tender which will be issued to shortlisted Applicants in accordance with this PIM.
eESPD	Means the electronic ESPD for this Competition which must be submitted as part of the Application by each Applicant.
FOI Act	Means the Freedom of Information Act, 2014, as amended.

Project Information Memorandum or PIM	Means this document.
Regulations	Means the European Union (Award of Public Authority Contracts) Regulations 2016 (S.I. No.284 of 2016)
Suitability Assessment Questionnaire or SAQ	Means the suitability assessment questionnaire accompanying this PIM, including accompanying documents.
Subcontractor(s)	Means the subcontractor(s) selected by an Applicant to deliver the Services.

1. Introduction

This Project Information Memorandum is part of the information package for Contractors seeking to be included on the Multiple Operator Framework Agreements for the provision of Design & Build Contracts for Affordable and Social Housing Projects, less than €5m construction value for Limerick City and County Council (the “Contracting Authority”). It should be read in conjunction with the Contract Notice and Suitability Assessment Questionnaire’s published together with this PIM.

This Competition is being carried out in accordance with the restricted procedure contained in the Directive, as implemented in Ireland by the Regulations. (the "Competition").

The establishment of the Multi-Party Framework Agreements for Design and Build Contracts will be on the basis of a two-stage process whereby the successful candidates from the pre-qualification process will be included in a tender competition for an initial 'Call-off Contract'. The most economically advantageous tender from the tender process will be awarded the initial 'Call-off Contract'. It is anticipated that a minimum of six (6) and a maximum of twelve (12) highest scoring Tenderers will be admitted to the Framework Agreement provided there are a sufficient number of pre-qualified Tenderers available.

The Contracting Authority may procure the services in other ways and does not guarantee that any work will be procured using the Framework Agreement

Subsequent projects on the framework will (subject to Department of Housing Local Government and Heritage approval) be awarded by mini competition amongst the design consultants appointed to the Framework Agreements. The Authority will use

the following methods for the competitions procured under the Framework Agreements;

- Option A: Mini competition where all Framework participants are invited to tender.

The Framework Agreement will be for a period of two (2) years with option to extend for one (1) year and a further one (1) year period and is subject to regular reviews and satisfactory performance which will be set out in the Framework Agreement to be issued at tender stage.

2. Object of Framework Agreement

Limerick City and County Council wish to establish Multi-Party Framework Agreements for Design and Build Contracts for Multi-Site Development Projects.

Applicants should note that projects will be tendered as Contractor Design under the Framework Agreements. This will be set out in the tender documents on a project-by-project basis as required.

3. Initial Call Off Contract

The initial 'Call Off Contract' for establishing the Framework Agreements is yet to be identified by the Contracting Authority. It is expected to be a multi-unit residential development within County Limerick. Details of the Contract will be advised at tender stage.

4. Procurement Procedure Summary

The method of procurement is a Restricted Procedure with the first stage completed by the submission and assessment of responses to this document.

A Contract Notice has been published by the Contracting Authority on OJEU / eTenders with respect to the Competition, inviting submissions from interested parties to be selected to proceed to the second stage of the process. This Project Information Memorandum provides additional information in relation to the Competition.

Applications will first be checked for compliance with the requirements of this Project Information Memorandum, the relevant SAQ and the eESPD. Any Applications which do not comply with these requirements may be excluded from further consideration.

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

The award criteria will be evaluated based on the following matrix:

Assessment	Mark	Interpretation
Excellent	9 or 10	Exceeds expectations / Demonstrates clear understanding of issues/role
Good	7 or 8	Meets expectations / Demonstrates understanding of the issues & role with some thought in framing a response.
Satisfactory	5 or 6	Meets expectations / standardized response / no attempt to customize / minor reservations.
Poor	3 or 4	Does not meet expectations / Response is weak & does not fully address the issue.
Very poor	1 or 2	Is insufficient / irrelevant & requires evaluator to make assumptions. Does not answer the question / issue. Reservations.
Unacceptable	0	Is not present / no attempt to address the question.

Each question within the SAQ and eESPD MUST be answered. Failure to answer all questions may result in a fail and therefore the exclusion of the Applicant from the Competition.

The Contracting Authority intends to short-list a minimum of six (6) and a maximum of ten (12) applicants subject to there being a sufficient number of prequalified Applicants. The Applicants who are successfully short-listed will be sent an *Invitation to Tender* (ITT) at the second stage of the Competition. The ITT will set out the rules in respect of the conduct of the second stage of the Competition.

The Contracting Authority intends to award a Contract to the tenderer who submits the most economically advantageous tender (MEAT) based on the contract award criteria in the ITT.

If for any reason it is not possible to conclude a Contract with the MEAT tenderer, the Contracting Authority reserves the right to award a Contract to the next highest scoring tenderer at any time during the tender validity period. This shall be without prejudice to the right of the Contracting Authority to cancel this Competition and/or to initiate a new contract award procedure at its sole discretion.

5. Pre-Qualification Process

The SAQ (QC1) Part 1 and Part 2 and corresponding Appendices must be completed and submitted by Applicants. The SAQ and Appendices are available in Microsoft Word format so that Applicants can complete it electronically.

The pre-qualification assessment process will be carried out in accordance with the rules set out in this PIM, the SAQ and eESPD.

The information requested in the SAQ is aimed solely at determining the degree to which Applicants meet the financial, economic and technical competency and relevant experience requirements needed for entry to the competitive tendering stage.

The information in this Project Information Memorandum is preliminary only and will be superseded by the ITT documents. The information provided is offered in good faith for the guidance of Applicants (each an "Applicant"), but no warranty or representation is given as to the accuracy or completeness of any of it and the Contracting Authority and its advisers shall not be under any liability for any error, misstatement or omission.

None of the information in this PIM, the SAQ or accompanying documents shall constitute a contract or part of a contract between the Contracting Authority and any Applicant. The Contracting Authority reserves the right to cancel or change the terms of the Competition at any stage. The Contracting Authority shall not be obliged to enter into a Contract with any Applicant. The shortlisting of an Applicant shall not give rise to any enforceable rights by the Applicant. No legal relationship or other obligation shall arise between any Applicant and the Contracting Authority unless and until a Contract has been formally executed in writing by the Contracting Authority and the successful tenderer and any conditions precedent to the effectiveness of such documents have been fulfilled.

The Applicant shall bear all costs associated with the preparation and submission of their Applications. The Contracting Authority shall not be responsible and/or liable to pay for any costs, expenses or losses which may be incurred by the Applicant in the preparation or submission of its Application or any associated work effort, including the supply of presentation material, samples, brochures, attending interviews or specifications for evaluation regardless of the conduct or outcome of the Competition, including the failure of the Project to proceed or to complete.

The Contracting Authority reserves the right to cancel the Competition at any time prior to a Contract being executed by or on behalf of the Contracting Authority and to amend this PIM, the SAQs, their requirements and any information contained therein at any time by notice, in writing, to the Applicants. Nothing in this Project Information Memorandum is, nor shall be relied upon as, a promise or representation as to the Contracting Authority's ultimate decision in relation to the award of a contract the subject of this Competition.

Nothing contained in this Project Information Memorandum is, or shall be relied upon as, a representation of fact or promise as to the future. Any summaries or descriptions of documents or contractual arrangements contained in any part of this Project Information Memorandum cannot be and are not intended to be comprehensive, nor any substitute for the underlying documentation (whether existing or to be concluded in the future), and are in all respects qualified in their entirety by reference to them.

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

6. Consortia

Applications may be submitted by a single enterprise or by a Consortium. A Consortium will not be required to convert into a specific legal form in order to submit an application but may be required to do so prior to award of the Contract if the Contracting Authority considers it necessary to ensure that the Contract is carried out to its satisfaction. All members of a Consortium must provide joint and several liability to the Contracting Authority for the performance and fulfilment of the terms of the Contract. Applicants considering setting up a Consortium for the Project should note that the Authority will require commencement of the Services without delay.

A Consortium must submit a combined SAQ and it will be assessed as a single Applicant. The eESPD and all appendices of the SAQ must be completed by each member of the Consortium.

Where an application is submitted by a Consortium, the Contracting Authority will deal with all matters relating to this Competition through the Applicant Lead who must be authorised to represent all members of the Consortium. The Applicant must clearly set out details of all members of the Consortium, their role in the Application and clearly set out the contact details including name, title, telephone number, postal address, facsimile number and e-mail address of the Design Team Lead.

Correspondence from any other person will NOT be accepted, acknowledged or responded to.

The Applicant Lead will be required to carry overall responsibility for the Contract, irrespective of whether or not tasks are to be performed by a Subcontractor or other Consortium member.

7. Reliance on Resources

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

8. Changes to Suitability Assessment Questionnaire

No changes will be permitted to the Application after the Application Deadline without the prior written permission of the Contracting Authority. For the avoidance of doubt, this includes any changes to the composition of the Applicant and/or Consortium and the identity of the Principal Service Providers and Specialist Skills Providers identified in the Application. Such consent must be sought from the Contracting Authority in writing with an explanation of the reasons for the change and providing full details of any proposed replacement/alternative team member (which will entail the completion of the relevant SAQ questions and the eESPD, if applicable). Any replacement team member must be assessed by the Contracting Authority as being at least equal, in all respects, to the team member being replaced. The Contracting Authority may decide, at its absolute discretion, whether to accept or reject the change.

9. Confidentiality

This Project Information Memorandum and all accompanying documents shall be treated as private and confidential by Applicants, who shall not release details of this Project Information Memorandum and/or any accompanying documentation other than on a confidential basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing their Application.

Applicants shall not at any time release information concerning the Project Information Memorandum and/or accompanying documentation and/or scope of Services for publication in the press or on radio, television, screen or any other medium.

The Contracting Authority is subject to the provisions of the Freedom of Information Act 2014, as amended ("FOI Act"). As a result, Applicants should identify clearly any aspects of their application which contain information that is either commercially sensitive or confidential in nature, together with the reasons for so doing which must be clearly specified. In such cases, the relevant material may, subject to the provisions of the FOI Act, be protected from access in response to a request made under the FOI Act.

The Contracting Authority shall have the right to publicise, or otherwise disclose, to any third party, information regarding the Project, the Contract(s), the identity of parties seeking information in relation to the Contract(s), the identity of Applicants and/or nomination of shortlisted and preferred tenderers (including details of their respective members, representatives, advisers, consultants, contractors, servants and/or agents), the Competition, and/or the award of any Contract(s) at any time.

Applicants are expressly and strictly prohibited from discussing any aspect of their application or exchanging information or colluding with other Applicants.

Applicants should note that it is the policy of the Contracting Authority, in line with the requirements of public procurement law, to include the price of the winning tender

and the characteristics and relative advantages of the successful tender in standstill letters issued to tenderers and the contract award notice.

Subject to the above, Applications will be treated on a confidential basis by the Contracting Authority and its advisers.

10. Amendments to and/or Clarifications of the Project Information Memorandum and Suitability Assessment Questionnaire

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

11. Pre-Qualification Requirements

Applicants are required to:

- (a) To complete and submit with their applications the electronic version of the European Single Procurement Document (“eESPD”). Applications may submit an eESPD which has already been used in a previous procurement procedure PROVIDED THAT they confirm that: (i) the information contained in it continues to be correct and (ii) that they satisfy the selection criteria for this Competition as set out in the relevant SAQ;
- (b) To submit all documentation which this PIM and the relevant SAQ requires to be submitted with their application;
- (c) To follow the format of the SAQ and respond to each element in the order as set out in the SAQ. Information should be submitted in sequential order;
- (d) To conform to and comply with all instructions and requirements set out in this PIM and the SAQ;
- (e) Not to alter or edit the SAQ in any way.

If an Application fails to comply in any respect with the requirements set out in the SAQ or eESPD or is ambiguous, the Contracting Authority shall be entitled to take such action as it considers appropriate, including (but not limited to):

- (a) rejecting the relevant Application as non-compliant;
- (b) without prejudice to the Contracting Authority’s right to reject the Pre-Qualification Submission:
 - (i) seeking clarification from the Applicant in writing and/or by way of a meeting in respect of the relevant Application;
 - (ii) requesting the Applicant to provide the Contracting Authority with information or items which have not been provided or have been provided in an incorrect form;
 - (iii) waiving a requirement which, in the opinion of the Contracting Authority, is minor or procedural; and/or

- (iv) amending the relevant requirements of this Project Information Memorandum and inviting Applicants to adjust their Applications on the basis of such revised requirement.

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

The information requested in the SAQ and eESPD should be submitted in English, using the EXACT format of the templates provided. Where copies of original documents are provided in languages other than English, a complete and accurate English translation should be provided or the documents will not be considered during the evaluation process. No brochures or other general marketing material should be submitted.

It is the Applicant's sole responsibility to submit all required information as requested in the SAQ, eESPD and this PIM and the Authority is not obliged in any way to alert an Applicant to any information that an Applicant might have knowingly or unknowingly omitted.

Failure to provide a sufficient level of detail or to explain adequately any relevant matters may result in such data or information not being taken into account in the assessment process. Applicants must complete the SAQ and eESPD without referring to other documents (i.e. brochures etc.). The supplements and appendices required as part of the SAQ should, however, be attached. Please note that only the information expressly provided for in the SAQ, the eESPD and this PIM will be considered for evaluation. Unnecessary information causes undue delay and will not be evaluated.

All financial information should be denominated in Euro (€) except where financial information is being provided in a certified or audited supporting document such as a set of financial statements, in which case it is sufficient for the information to remain in its original currency.

The information provided in the Application will be binding on any resulting contract and will be relied upon by the Contracting Authority.

Applicants must be prepared to contract under Irish law. Applicants should be aware that national legislation applies in matters such as employment, working hours, official secrets, data protection and health and safety. In particular, in the performance of any Contract awarded, successful tenderers and their Subcontractors (if any) must comply with all applicable obligations in the field of environmental, social and labour law, 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. Applicants must have regard to statutory terms relating to minimum pay and to legally binding industrial or sectoral agreements in preparing their Applications and tenders.

12. Conflict of Interest

Any conflict of interest or potential conflict of interest must be fully disclosed to the Contracting Authority as soon as such conflict or potential conflict becomes apparent. In the event of any conflict or potential conflict of interest, the Authority shall, in its absolute discretion, decide on the appropriate course of action which may, in appropriate circumstances, including eliminating an Application from this Competition or terminating any Contract entered into.

13. Data Protection

“Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines including but not limited to Regulation (EU) 2016/679 of 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 Commission 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 Applicant in response to the SAQ.

Applicants, as data controllers in respect of any personal data provided by it in their Application, are required to confirm that all Data Subjects (where data subject has the meaning given under the Data Protection Laws) whose personal data is provided by them have consented to the processing of such personal data by the Applicant, the Contracting Authority, the evaluation team and the supplier of the eTender.gov.ie website, for the purposes of the participation of the Applicant in this Competition or that the Applicant otherwise has a legal basis for providing such personal data to the Contracting Authority for the purposes of its participation in this Competition.

14. Submission of Queries

Applicants may raise queries via www.etenders.gov.ie or <https://irl.eu-supply.com> using the contact details set out in the Contract Notice.

Queries and responses will be forwarded to all Applicants in order to ensure that no party has an unfair advantage over any other. The details of the person making a query will not be disclosed when circulating the response. Queries must be raised as soon as possible and should be raised in any event **no later than "Clarification Deadline" as set down in the Call for Tender (CFT)**. The Contracting Authority will endeavour to respond to queries within 1 day of the latest date for receipt of queries. The Contracting Authority has no obligation to respond to queries. If the Contracting Authority responds to a query, it will send the response to all Applicants. The Contracting Authority will not accept responsibility for information relayed (or not

relayed) via third parties. If the documentation as issued by the Contracting Authority is in any way altered or edited, the subsequent Application may be deemed inadmissible.

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

For the avoidance of doubt, Applicants may not contact the Contracting Authority directly regarding any aspect of this Competition. Canvassing of any employee of the Contracting Authority shall not be acceptable and will lead to the disqualification of the Applicant from the Competition.

15. Submission of Applications

Applicants must submit **ONE electronic** copy of the completed, signed and dated SAQ as well as the eESPD(s). These should be submitted through eTenders via the electronic post box for this Competition. Only Applications submitted to the electronic post box will be accepted.

The date and time for receipt of Applications is as set down in the CFT ("Application Deadline"). It is the responsibility of the Applicant to ensure that the Application is complete and that it is submitted by the Application Deadline. Late, faxed or e-mailed Applications **will not** be accepted.

The Contracting Authority is using the post-box facility on www.etenders.gov.ie for submission of Applications. All Applications, including supporting documentation, must be uploaded in accordance with the instructions provided in this PIM, the SAQ and on the etenders website prior to the Application Deadline. Applications must be compiled such that they can be read immediately using PDF readers and Applicants must ensure that files are not corrupt. It is important to note that only persons who have downloaded and accepted a document can submit an upload. Please also leave sufficient time for upload of documents prior to the Application Deadline as it is not possible to upload any material after the Application Deadline and the Contracting Authority will not accept documents not received in compliance with the rules set out in this PIM. Applicants should take into account the fact that upload speeds vary. 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 Application up until the Application Deadline. Applicants should be aware that the 'Submit Response' button will be disabled automatically upon the expiration of the Application Deadline. Applicants that are not familiar with uploading on etenders should ensure they familiarise themselves with the process. **It is the responsibility of the Applicants to ensure their Application is complete and uploaded by the Application Deadline.**