



Project Information Memorandum

For Building Surveying, Fire Safety, Land Surveying and
Health & Safety Consultancy Services Framework
Competition

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DEFINITIONS

Applicant(s)	Any party/parties who submits an application to be a member of the Consultants Panel(s) and which will, if awarded the Framework Agreement and any subsequent commission under the operation of the Framework, take contractual and organisational responsibility for delivering the relevant services within the Framework Agreement. After the conclusion of the shortlisting the Applicant may be called the Candidate which term has also been used in this document.
Applicant Group	Means a group of economic operators submitting an Application.
Applicant Group Member	Means, where an Applicant is an Applicant Group, each of the economic operators identified in the Application as a member of the Applicant Group.
Applicant Declaration	Means the declaration to be given by an Applicant in the form attached as Appendices (A to D and MF2.4 inclusive) to the Suitability Assessment Questionnaire QC1 documents issued by the Contracting Authority as part of this Competition.
Award Criteria	Means the criteria against which Applications/Submissions will be evaluated, as set out in Section 4.2 of this PIM.
Candidate(s)	Means the Applicant which following conclusion of the SAQ Assessment process has been shortlisted to be a Framework Panel member under the primary Lots for one or more of the sub-Lots.
Clarification Deadline	Means the time and date for submission of clarification questions by Tenderers as detailed in the eTenders Notice.
Competition	Means this Competition conducted by the Contracting Authority for the award of the Consultants Panels and Framework Agreements.
Contracting Authority or Respond	Means Respond Housing Association.
eESPD	Means the electronic European Single Procurement Document for this Competition, which may be completed by Applicants.
Exclusion Grounds	Means the exclusion grounds set out in Regulation 57 of the Regulations and/or Part III of the eESPD.
Framework Agreement	Means the terms and conditions set out in the Framework Agreement which will be executed between the successful candidate and the Contracting Authority; the Agreement will be shared with the successful parties in due course after the completion and finalization of this element of the Competition
Framework Member	Means the successful Tenderer to whom the Framework Agreement may be awarded subject to the provisions of this PIM.
Lead Member	Means where the Applicant is an Applicant Group, the Applicant Group Member submitting an application/submission on behalf of the Applicant Group.

Project Information Memorandum (PIM)	Means this Project Information Memorandum, including all appendices and accompanying documents, as clarified or amended by the Contracting Authority during the Competition.
Regulations	Means the European Union (Award of Public Authority Contracts) Regulations 2016 (S.I. No. 284 of 2016), as amended from time to time.
Selection Criteria	Means the selection criteria which Tenderers must meet, as set out in Section 4.2 of this PIM.
Services	Means the services to be provided by the Framework Member pursuant to the Framework Agreement as described in Appendix A of the PIM.
Subcontractor	Means a subcontractor to whom the Framework Member subcontracts any share of the Services.
Submission	Means a completed application/submission submitted by an Applicant, including any required supporting documentation, in response to this PIM and the supporting Suitability Assessment Questionnaire proformas and appendices to same.
Submission Deadline	Means the time and date for submission of Applications by Applicants as detailed in the eTenders notice.
Suitability Assessment Questionnaire (SAQ)	Means the proforma documents prepared by the Contracting Authority and included within eTenders notice which sets out pass/fail and qualitative criteria and requirements. The Appendices provided are also considered SAQ documents.

1. Disclaimers

- 1.1** The information provided in this Project Information Memorandum (PIM) is offered in good faith for the guidance of Applicants but does not purport to be comprehensive or independently verified.
- 1.2** This PIM is for information only and does not constitute, and shall not be interpreted as, an offer for sale, prospectus, or the basis of a contract nor does it constitute legal, financial, tax, investment or technical advice. Except for the Applicant's irrevocable offer to be bound by its submission, no contractual rights, express or implied, arise out of the procedures set out in this PIM unless and until the Consultants Panels have been established and Framework Agreements formally executed with the successful parties in writing by the Contracting Authority and the Framework Member and all conditions precedent have been fulfilled. No legal relationship or other obligation will arise between an Applicant and the Contracting Authority unless and until the Framework Agreement is formally executed in writing by the Contracting Authority and the Framework Member and all conditions precedent have been fulfilled.
- 1.3** Tenderers must read this PIM thoroughly and carry out all necessary due diligence in relation to the Competition and the Consultants Panel and Framework Agreement. Tenderers will be deemed to have made themselves fully aware of any matters that might affect or influence the preparation of their Tenders. While all reasonable steps have been taken to ensure that the information set out in the PIM is accurate and up to date, no representation or warranty, express or implied, is or will be made or given in relation to the accuracy or the completeness of any information contained in the PIM or otherwise provided by or on behalf of the Contracting Authority (in writing or otherwise) to any interested party or its advisers.
- 1.4** No responsibility or liability for any loss or damage arising as a result of reliance on this PIM, or the information contained in this PIM or for any omission, is or will be accepted by the Contracting Authority or by any of its officers, employees, agents or professional advisers. No officer, employee, agent, or professional adviser of the Contracting Authority has any authority to give or make any representation or warranty, express or implied, in relation to such information. The Contracting Authority's officers, employees, agents and professional advisers expressly disclaim any and all liability arising out of the PIM or information contained within it and any errors in or omissions from the PIM. The Contracting Authority's officers, employees, agents and professional advisers expressly disclaim any and all liability arising out of participation or non-participation in the Competition or the conduct of the Competition generally.
- 1.5** The Contracting Authority reserves the right to disqualify any Applicant who:
- contravenes any terms and conditions of the Competition; and/or
 - provides information or confirmations which later prove to be untrue or incorrect; and/or
 - does not supply the information required by this PIM/SAQ or as directed otherwise by the Contracting Authority during the Competition.
- 1.6** The Contracting Authority reserves the right at any time and without liability:
- to amend or change the application procedures including but not limited to the Competition timetable;
 - to amend this PIM, its requirements and any information contained herein at any time by notice in writing to the Applicants;
 - not to furnish an Applicant with additional information in respect of any aspect of the Framework Agreement or the Competition;
 - to waive any requirements of this Competition (to the extent permitted by law);
 - to disqualify any Tenderer who does not submit a compliant response in accordance with the instructions in the PIM and the accompanying SAQ documents;

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- to terminate or suspend the Competition at any time or to re-invite responses on the same or any alternative basis and in all cases, without cost or liability to the Contracting Authority;
 - to reject any or all of the Applications received;
 - not to award any contract as a result of the Competition; and
 - to make whatever changes it sees fit to the timetable, structure or content of the Competition, dependent on the Contracting Authority's approvals processes or for any other reason.

1.7 The Contracting Authority reserves the right, in its absolute discretion, to take such steps as it considers appropriate to ensure that genuine competition and transparency are maintained throughout the Competition.

1.8 The submission of an Application/Submission will be deemed to imply the Applicant's acceptance of the foregoing provisions and the terms of this PIM without qualification.

2. Background Information

2.1 Introduction

- 2.1.1 This Competition is being conducted in accordance with the restricted procedure pursuant to Council Directive 2014/24/EU and the Regulations.
- 2.1.2 This PIM replaces and supersedes all previous documentation, communications and correspondence between the Contracting Authority and Applicants. Applicants should not place any reliance on any such previous documentation, communications or correspondence.
- 2.1.3 The Contracting Authority hereby invites qualified and experienced economic operators to submit Applications/Submissions for the provision of construction and development related Consultant services as set out in the eTenders notice and this PIM document.

2.2 About Respond

Respond is a construction led Approved Housing Body and services provider providing both Social and Cost Rental accommodation, for older persons, families, homeless persons, members of the travelling community, persons with special needs and people in need of accommodation who cannot afford to provide it from their own resources.

Respond was established in 1982 and has built more than 10,000 homes nationwide with a further 3,000+ under construction. Respond has provided homes for traditional families, lone-parent families, older persons, the homeless and people with disabilities.

In addition to housing, Respond supports families and communities through the provision of education, training and community development programmes. Respond is committed to providing good quality homes which meet residents' needs and aspirations and strive to provide excellent support services.

Respond aims to:

- Establish and maintain vibrant, socially integrated communities rather than simply providing just shelter or accommodation
- Advance education among residents of our estates
- Promote other charitable purposes beneficial to the community
- Prevent and relieve hardship and distress amongst those who are homeless and amongst those in need who are living in adverse housing conditions
- Respond believes in providing housing for social investment rather than financial profit. Therefore, we provide housing for some of the most vulnerable groups in society including those who have lived for long periods in hostels, temporary and insecure accommodation.

Our Strategic Plan 2022-2024 has eight strategic goals. The specifics and extended strategies for each goal can be read online [here](#).

3. Framework details

3.1. Framework Introduction

Respond are establishing multi-disciplinary Frameworks to support their ambitions of delivering high quality housing developments. As part of their remit to develop cost rental, social and affordable units throughout Ireland, Respond wish to procure the specialist services for future projects to develop design, secure statutory approvals and procure and oversee the development of units. Consequently, Respond are seeking the services of Specialist and Technical Service providers to support Respond in the delivery of developer partnership schemes whereby Respond have partnered with a developer and agreed to purchase the development from a Developer on completion or have agreed to forward fund developments. The projects that apply to this Framework are, (1) Traditional projects using GCCC Public Works forms of contract and (2) Developer Led projects using Development Agreements including both forward funded and turnkey delivery models.

A single Framework Lot will be created for these Specialist Consultancy Providers and Technical Advisory Services with four sub-lots (one for each discipline).

Candidates shortlisted will be required to demonstrate their competence for both the Traditional Design role and also for Technical Advisory Services because the panel formed in each sub-lot will be used for Call offs by the Respond Development Team for both Traditional Design and Technical Advisory roles.

There will be multiple service providers appointed to each respective Panel within the Lot. As set out within the QC1-Part-1, each sub-Lot will have a minimum of 4 candidates and a maximum of 8 candidates shortlisted to the respective sub-Lot – details of the minimum and maximum number of service providers per sub-lot are set out in the table below. As identified above this competition will be split into sub-Lots as follows:

Lot 1; Specialist Consultancy Providers for Traditional Design Services and Technical Advisory services	
Lot Nr	Services Type
1.1	Building Surveying Consulting (6 to 8 service providers)
1.2	Fire Safety Consulting (6 to 8 service providers)
1.3	Land Surveying (4 to 6 service providers)
1.4	Health & Safety Consulting (4 to 6 service providers)

For the avoidance of doubt, traditional design services have the following meaning; projects whereby Respond will act in the role of Developer/Employer and require the services of a Multi-Disciplinary design team to act on their behalf in designing and delivering schemes from inception to completion or at various junctures during that cycle.

The term Technical Advisory Service has the following meaning; projects whereby Respond have entered into a development agreement or similar with a 3rd Party Developer who are designing and delivering completed/turnkey projects, whereby Respond will require the services of Technical Advisors to advise, monitor, investigate and liaise with the developer on behalf of Respond and ensure the development is been carried out in accordance with the Development Agreement or similar and relevant consents.

A Scope of Services document setting out typical services and deliverables for each of the above lots has been included as Appendix A to this PIM Document; these set out typical scopes which may be varied by Respond during call offs from the frameworks to suit the particular requirements at that juncture.

3.2. Framework duration

The framework duration will be 3 years from date of the Framework Agreement. It will be at the sole discretion of the Contracting Authority to extend the Framework Period by one further year should they decide to do so.

3.3. Framework Call Off's

The following rules of engagement apply for Call offs from the Framework:

- Shortlisted candidates will be invited to tender for call offs from the framework by order of ranking that is applied to their Suitability Assessment Questionnaire (SAQ) submission. Respond will only seek tenders from 3 members of the candidates shortlisted for call offs associated with each Lot. The 3 tenderers will be decided upon either by order of ranking that is applied to their SAQ or alternatively, in limited circumstances, through selection of most appropriate tenderers relative to the specific call off requirements.
- E.g., typically, the first call off for Lot 1 will be tendered to the top 3 applicants who scored the highest marks under the SAQ evaluation (i.e., 1st place, 2nd place and 3rd place) and the second call off for Lot 1 will be tendered to the next 3 applicants by order of their position under the SAQ evaluation (i.e., 4th place, 5th place and 6th place).
- Should a conflict of interest situation arise with any of the shortlisted candidates then the next highest ranked candidate will be substituted for the conflicted candidate.
- Respond will typically track and follow this order and process throughout the course of the Framework duration except for the limited circumstances noted above.
- Respond also reserve the right however, to on occasion, tender a project to more than 3 applicants. Should this situation arise, Respond will tender to some/all shortlisted parties under the associated Lot and revert to the order of priority system for the next call off.
- Applicants who fail to submit tenders for projects twice will not be invited to tender for the next call off after such an event arises. In this situation Respond will invite the next candidate on the list, following the same ranking/priority system to submit a tender.
- Repeated failure to submit tenders may, at Respond's discretion, result in the candidate being removed from the framework panel.

3.4 Awarding Contracts under the Framework Agreement

Orders will either be placed on foot of the outcome of the Call-Off procedure through the Contracting Authority issuing a purchase order to the Framework Member (where a fixed price has been submitted in response to the ITT/Call-Off) or by consultation with the Framework Member and invitation to provide a tender within the constraints laid down in this PIM and the Framework Agreement.

3.5 Use of the Framework Agreement

The Contracting Authority will use the Framework Agreement as and when requirements within its scope arise. However, there is no obligation upon the Contracting Authority to make use of this Framework Agreement.

3.6 Conditions of Award

- 3.6.1 The award of the Framework Agreement will be subject to the Contracting Authority's standard approval processes.
- 3.6.2 In addition, prior to the award of the Framework Agreement, the preferred Candidate must provide, the following evidence in relation to itself and each Applicant Group Member or Subcontractor (as applicable), to the extent not already provided, within five days of a written request from the Contracting Authority or such longer period as the Contracting Authority may, at its absolute discretion, consider appropriate:
 - (i) An updated completed Declaration/s in the form attached at Appendix A to SAQ; and
 - (ii) if applicable, evidence to the effect that measures taken by the entity concerned are sufficient to demonstrate its reliability despite the existence of a relevant Exclusion Ground.
- 3.6.3 It will be a condition of award of the Framework Agreement that the Framework Member and its Subcontractor(s) (if any) are tax compliant and this tax compliance status must be maintained throughout the lifetime of the Framework Agreement and any order placed pursuant to the Framework Agreement. Tenderers are referred to the Irish Revenue website <http://www.revenue.ie/> for further information. Prior to the award of the Framework Agreement, the preferred Candidate(s) will be required to supply its Tax

Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by the Contracting Authority. By supplying these numbers, the preferred Candidate acknowledges and agrees that the Contracting Authority has the permission of the preferred Candidate to verify its tax cleared position online.

- 3.6.4 It will be a condition of award of this Framework Agreement that the Framework Member and its Subcontractor(s) if any can promptly produce evidence of current valid insurance and levels in accordance with the requirements stated in Section 4.4 of this PIM. These insurance levels must be maintained by the Candidate and each Subcontractor throughout the lifetime of the Framework Agreement and any order/appointment placed pursuant to the Framework Agreement.
- 3.6.5 It will be a condition of the award of the Framework Agreement that the preferred Candidate meets all other requirements of this PIM (and SAQ), and that all other necessary due diligence carried out by the Contracting Authority renders results satisfactory to the Contracting Authority.
- 3.6.6 Should the preferred Candidate not submit any documentation required by the Contracting Authority or not otherwise satisfy the due diligence enquiries of the Contracting Authority, that Candidate will be eliminated from the Competition and the Framework Agreement may be awarded to the next highest-ranked Applicant/Candidate (subject to it fulfilling similar requirements).
- 3.6.7 Notwithstanding the foregoing, the Contracting Authority reserves the right to ask any Candidate at any time during the Competition to submit evidence or supporting documentation for the purposes of verifying the status of the Candidate.

3.7 Compliance with Legislation

- 3.7.1 The Framework Member and its Subcontractors (if any) shall be required to comply with all applicable legal obligations in the field of environmental, social and labour law that apply at the place where the Services are provided that have been established by EU law, Irish law, collective agreements or by international, environmental, social and labour laws listed in Schedule 7 of the Regulations.
- 3.7.2 Applicants/Candidates should be aware that national legislation applies in other matters such as employment, working hours, official secrets, data protection and health and safety. Applicants/Candidates must have regard to statutory terms relating to minimum pay and to legally binding industrial or sectoral agreements in preparing Tenders and in delivering the Services pursuant to the Framework Agreement.
- 3.7.3 Candidates shall be required when executing the Framework Agreement to include an undertaking to comply fully with the provisions of Council Directive 2001/23/EC on safeguarding of employees' rights in the event of transfers of undertakings, business or parts of undertakings or business and as implemented in Irish law by SI No 131 of 2003 (the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and to indemnify the Contracting Authority for any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfil its obligations under the said Directive or Statutory Instrument.
- 3.7.4 The Protection of Employees (Temporary Agency Work) Act 2012 (**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 Services 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 Services.

3.8 Return of Signed Framework Agreement

- 3.8.1 The preferred Candidates must sign and return the Framework Agreement in duplicate to the Contracting Authority within the time period indicated in writing by the Contracting Authority. A signed Framework Agreement returned by the preferred Candidate is not binding on the Contracting Authority until the Framework Agreement has been executed by and on behalf of the Contracting Authority in duplicate and both parts exchanged.
- 3.8.2 Where the signed Framework Agreement has not been received by the Contracting Authority within the specified period, then the Contracting Authority may proceed to award the Framework Agreement to the next highest-ranked Candidate.

3.9 Review of Performance

- 3.9.1 Operation of the Framework Agreements established subsequent to this Competition will be subject to regular performance reviews. The format will be agreed between Respond and the Framework Member. It is expected that the Framework Member will take a proactive role in monitoring performance with a view to making appropriate recommendations where necessary for continuous improvement.

3.10 Applicant Groups

- 3.10.1 Applicants can be a partnership, consortium or any other grouping of entities. An Applicant Group, if successful, may be required to establish legal personality in order to enter into the Framework Agreement.
- 3.10.2 If the preferred Candidate is an Applicant Group, the Contracting Authority reserves the right to require all Applicant Group Members to enter into the Framework Agreement on the basis of joint and several liability or to contract with one member of the Applicant Group as prime contractor to whom other Applicant Group Members will be subcontractors.
- 3.10.3 Where an application/submission is made by an Applicant Group, it shall designate a Lead Member who will be the point of contact for the Competition. The Applicant must set out the name and contact details for the nominated contact of the Lead Member authorised to represent the Applicant. The Lead Member must remain the same throughout the Competition and will be responsible for ensuring that all members of the Applicant Group comply with this PIM and SAQ requirements. All communications will be directed to the Lead Member and no correspondence from any other person (including any Subcontractor) will be accepted, acknowledged or responded to.
- 3.10.4 Failure by any Applicant Group Member to complete the SAQ and/or eESPD or to fulfil the Selection Criteria (if applicable) may result in the entire Applicant Group being rejected.

3.11 Reliance on Other Entities/Subcontractors

- 3.11.1 Where an Applicant wishes to rely on the capacities of another entity (e.g. an Applicant Group Member, a Subcontractor or other third party), the following provisions apply:
- (i) the Applicant must clearly indicate in the Applicant's Response Document the extent to which it is relying on the capacities of the other entity;
 - (ii) the entity being relied on must complete the SAQ and/or eESPD and in particular provide completed Appendix D to the SAQ QC1;
 - (iii) when requested to do so by the Contracting Authority, the Applicant must submit proof, to the satisfaction of the Contracting Authority, that each such entity will place the necessary resources at the disposal of the Applicant. In addition, a contractual commitment or guarantee in favour of

the Contracting Authority may be required from such entities as a condition precedent to the award of the Framework Agreement.

- 3.11.2 Where an Applicant relies on the capacity of another entity with regard to criteria relating to economic and financial standing, the Contracting Authority may require such other entity to provide joint and several liability to the Contracting Authority for the performance and fulfilment of the terms of the Framework Agreement.
- 3.11.3 Where an Applicant intends to subcontract any share of the Services to a Subcontractor but is not relying on the capacity of such Subcontractor for the purpose of fulfilling any of the Selection Criteria, it must ensure that each such Subcontractor submits a separate completed SAQ and/or eESPD completing those sections of the SAQ/eESPD as are specified in Section 3 of the SAQ and/or Section II.D of the eESPD for this Competition.
- 3.11.4 During the performance of the Framework Agreement, the Applicant will be responsible for the management and supervision of any Subcontractor and for the acts and omissions of any Subcontractor as if they were its own.
- 3.11.5 Failure by any entity being relied on to complete the SAQ and/or eESPD or to fulfil the Selection Criteria (if applicable) may result in the entire Application/Submission being rejected.

3.12 Changes to the Applicant

- 3.12.1 The identity of the Applicant, the Applicant Group and any Subcontractors must stay the same throughout the Competition and the term of the Framework Agreement and any contracts awarded under it.
- 3.12.2 If the Applicant proposes to change its composition at any time, it must seek prior written approval for any change from the Contracting Authority by:
 - (i) explaining in writing to the Contracting Authority the reasons for any change; and
 - (ii) providing full details of any proposed replacement/alternative team member (which will entail the completion of the relevant sections of the SAQ and/or eESPD, and the Appendices to same).
- 3.12.3 Applicants should note that for any proposed change to an Applicants Group to be considered by the Contracting Authority, it must be supported by robust reasoning and any replacement Applicant Group Member must be assessed by the Contracting Authority as being at least equal, in all respects, to the Applicant Group Member being replaced. The decision on whether or not to allow a change in the Applicant Group is a matter for the sole discretion of the Contracting Authority.
- 3.12.4 The Contracting Authority reserves the right to disqualify any Applicant that makes any change to its composition after submission of an Application/Submission.

3.13 Change in Information

- 3.13.1 Applicants must inform the Contracting Authority of any changes to the information provided in their Application/Submission, including but not limited to any changes in financial standing, as soon as they become aware of such changes.
- 3.13.2 Applicants should note that the Contracting Authority reserves the right to:
 - (i) seek confirmation from an Applicant that the information provided in its Application/Submission continues to be true and complete and that it continues to meet the requirements set out in this Competition;
 - (ii) re-evaluate an Application/Submission if it becomes aware that there has been a change in circumstances regarding an Applicant that could affect the Contracting Authority's evaluation of

its Application/Submission or that information submitted by an Applicant was or has become untrue, incomplete or misleading.

3.14 Inaccurate or misleading information

Applicants must ensure that all information included within their Application/Submission is accurate. The inclusion of information that is found to be false or misleading may result in the Applicant's exclusion from this Competition. In the event that false or misleading information comes to light after an Applicant/Candidate has been awarded the Framework Agreement, this may result in termination of the Framework Agreement.

3.15 Conflict of Interest

- 3.15.1 Any actual or potential conflict of interest involving an Applicant (including any parent, subsidiary, associated company or subcontractor of the Applicant or a director, partner, employee or agent of the Applicant or subcontractor) must be fully disclosed to the Contracting Authority in the Applicants Statement or, in the event of such a conflict of interest only coming to the attention of the Applicant after the submission of an Application/Submission, as soon as such actual or potential conflict becomes apparent.
- 3.15.2 In the event of any actual or potential conflict of interest, the Applicant must propose means by which the conflict of interest might be removed. The Contracting Authority may seek further information to confirm that Applications/Submission have been prepared independently. The Contracting Authority will, at its sole discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating an Applicant/Candidate from this Competition or terminating the Framework Agreement or any contract awarded under it.
- 3.15.3 Failure to disclose a conflict of interest may disqualify an Applicant/Candidate or invalidate the award of the Framework Agreement and/or any contract awarded to that Applicant/Candidate, depending on when the conflict of interest comes to light.

3.16 Collusion

- 3.16.1 Applicants prohibited from discussing any aspect of their Application/Submission with other Applicants or otherwise exchanging information or colluding in respect of either their Application/Submission or subsequent Framework Agreement. Applicant's attention is drawn to the Competition Acts 2002 to 2014 which make it a criminal offence for Applicants to collude on prices or terms in a public procurement competition. Any Applicant who fails to comply with this requirement will be disqualified.

3.17 Canvassing

- 3.17.1 No contact may be made with the Contracting Authority or any of its staff other than by the methods laid out in this PIM. Oral discussions will not be considered binding. An Applicant must not rely on any statements or representations made to it at any time by persons acting on behalf of the Contracting Authority unless they are confirmed in writing as an amendment to this PIM and/or and subsequent Call-Off/ITT documents.
- 3.17.2 The Contracting Authority may disqualify an Applicant from the Competition if it:
 - (i) canvasses or offers any inducement, fee or reward to any employee, servant or agent of the Contracting Authority or its professional advisors; or
 - (ii) does anything which would constitute a breach of the Criminal Justice (Corruption Offences) Act 2018 or the Registration of Lobbying Act 2015; or

- (iii) approaches any employee, servant or agent of the Contracting Authority or its professional advisors except as authorised in this PIM.

3.18 Registrable interest

- 3.18.1 Any registrable interest involving an Applicant, an Applicant Group Member or any Subcontractor and any of the members of the Board of Respond, members of the Government, members of the Oireachtas, or employees or officers of the Contracting Authority, or relatives of the foregoing must be fully disclosed in the Applicants Statement or, in the event of this information only coming to the notice of the Applicant, Applicant Group Member or Subcontractor after the submission of an Application/Submission, as soon as such information comes to the Applicant's attention. The terms 'registrable interest' and 'relative' will be interpreted in accordance with Section 2 of the Ethics in Public Office Acts 1995 and 2001.
- 3.18.2 The Contracting Authority will, in its absolute discretion, decide on the appropriate course of action which may, in appropriate circumstances, include eliminating an Applicant/Candidate from this Competition or terminating the Framework Agreement and/or any contract entered into by an Applicant/Candidate.

3.19 Sanctions against Russia

- 3.19.1 Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine as amended by Council Regulation (EU) 2022/576 of 8 April 2022 prohibits the award of any public or concession contract to any of the entities set out in Article 5k 1(a) to (c).
- 3.19.2 It is a requirement of this Competition that all Applicants, and where the Applicant is an Applicant Group, all Applicant Group Members and other entities whose resources are relied upon in order to respond to the PIIM/SAQ requirements of this Competition are not any of the entities set out in Article 5k 1(a) to (c) of Regulation (EU) No 833/2014 as amended by Council Regulation (EU) 2022/576 of 8 April 2022.
- 3.19.3 The Applicant by submitting their Application/Submission confirms, unless declared elsewhere, that the Applicant, Applicant Group Members and entities whose resources are relied upon are not any of the entities set out in Article 5k 1(a) to (c) of Regulation (EU) No 833/2014 as amended by Council Regulation (EU) 2022/576 of 8 April 2022. Prior to confirmation of inclusion on the Framework, Applicants will be required to execute the formal Article 5K Declaration proforma.

3.20 Data Protection

- 3.20.1 "Data Protection Laws" means all applicable national and EU data protection laws, regulations and guidelines including but not limited to the Data Protection Acts 1988 to 2018, 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 (GDPR), and any guidelines and codes of practice issued by the Data Protection Commission or other supervisory authority for data protection in Ireland from time to time.
- 3.20.2 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.
- 3.20.3 The Applicant, as Data Controller in respect of any Personal Data provided by it in its Application/Submission, is 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 the Applicant have consented to the processing of such Personal Data by the Applicant, the Contracting Authority, the evaluation team and the supplier of the etenders.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.

3.21 Law and Jurisdiction

- 3.21.1 This PIM/SAQ and the Competition is governed by, and shall be construed in accordance with, Irish law. The Irish Courts shall have exclusive jurisdiction in relation to any disputes arising from or in connection with this PIM/SAQ and the Competition, and by participating in the Competition, each Applicant submits irrevocably to that jurisdiction.

3.22 Confidentiality

- 3.22.1 Applicants must treat this PIM/SAQ, all accompanying documentation and any information given to Applicants during the Competition as confidential and must not release information concerning the Competition to any third party, except as strictly necessary in order to prepare the Application/Submission. Applicants must not at any time release information concerning this Competition for publication in the press or on radio, television, screen, social media or any other medium.
- 3.22.2 The Contracting Authority reserves the right to publicise, or otherwise disclose, to any third party, information regarding the Competition, the Framework Agreement, the identity of Applicants (including details of their respective members, representatives, advisors, consultants, contractors, servants and/or agents) or the award of the Framework Agreement (including, without limitation, details of the contract price) at any time.
- 3.22.3 Applicants should be aware that the Contracting Authority may in certain circumstances be compelled by the Irish Courts to disclose the whole or parts of their Application/Submission to third parties.

4 Instructions to Applicants

4.1 SAQ Documents & Instructions

The following comprises the suite of documents issued as part of this SAQ process:

- a. Project Information Memorandum (PIM), (this Document);
- b. Suitability Assessment Questionnaire QC1 Parts 1 and 2; and Appendices
- c. ESPD Documents

If a Tenderer becomes aware of any ambiguity, discrepancy, error or omission in or between these documents, it must immediately inform Respond through raising a query via the eTenders portal. The Contracting Authority will, upon receipt of such notification, notify all Applicants/parties who have expressed an interest of its ruling in respect of any such ambiguity, discrepancy, error or omission. Such ruling shall be issued in writing and shall form part of this competition process.

All queries should be directed through the eTenders query facility. Responses to any queries raised will be circulated to all parties who have expressed an interest in the process.

To apply for inclusion on the panels the Applicant must:

- Complete and sign the Suitability Assessment Questionnaire including completed SAQ QC1 Part 1 and Part 2 and Appendices thereto.
- Send, via eTenders, the signed SAQ Part 1 and Part 2 and relevant supporting documents required as part of the SAQ process, in accordance with the requirements set out within Contract Notice, before the time and date specified within the eTenders/OJEU Contract Notice. The Applicant must also submit a completed ESPD. No other information should be provided and any additional information will not be considered nor will it be reviewed during the assessment process.
- Where Applicants are submitting for multiple sub-Lots then separate submissions are required for each sub lot reflective of the requirements of that sub-Lot.
- All candidates are to strictly abide by the stipulations set out within the Contract Notice.

The onus rests with the applicant to ensure that the submission is received by Respond. Applicants are reminded to review the eTenders portal regularly for any changes to the submission requirements including, but not limited to, any changes in submission deadlines and requirements

In cases of disputed delivery, the only acceptable evidence of delivery is by eTenders submission register/receipt.

The Contracting Authority will not accept any submissions that are late due to errors or issues related to applicants incurred as a result of uploading information to eTenders portal. Applicants should take cognisance of the both the file size limits of the portal and expiry date for submissions and upload their returns in advance of the deadline date.

4.2 SAQ Evaluation/Assessment

This framework competition is being progressed on a Restricted process in line with the following;

- Pass/Fail and Qualitative Assessment based on the requirements set out within the SAQ QC1 proforma. Applicants who do not reach the minimum pass/fail requirements will be rejected.
- All other remaining Applicants will be assessed relative to each other and the candidates who score highest shortlisted for their relevant Framework.

Initially, the Contracting Authority will perform a completeness and compliance check of all Tenders to verify whether they have provided a complete and compliant response to all questions and requirements contained in

this PIM and supporting SAQ documents and have submitted all necessary supporting documentation, where required.

Applicants must comply with all requirements of this PIM/SAQ and any clarifications issued by the Contracting Authority when preparing their submission/application. If an Applicant fails to comply in any respect with the requirements of this PIM/SAQ, the Contracting Authority reserves the right to reject the Applicant 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:

- (i) seeking written clarification from the Applicant;
- (ii) seeking further or additional information from the Applicant; or
- (iii) waiving a requirement which it considers to be non-material or procedural.

In respect of the Qualitative Assessment process, each response to the qualitative criteria will be assessed on an overall basis. The scoring methodology set out in the table below will be used. The qualitative criteria will be scored using the following scoring system:

Score	Meaning	Description
86% to 100%	Excellent	An excellent response with very few or no weaknesses that provides comprehensive, detailed and convincing assurance that the Applicant will deliver the Services to an excellent standard.
66% to 85%	Good	A good response with minor weaknesses that demonstrates a real understanding of the requirements and provides assurance that the Applicant will deliver to a good or high standard.
51% to 65%	Reasonable	A response which demonstrates a reasonable understanding of the requirements and gives assurance of delivery to an adequate standard but does not provide sufficiently convincing assurance to award a higher mark.
31% to 50%	Unacceptable/Fail	A response where reservations exist. Lacks full credibility/convincing detail, and there is a significant risk that the required services will not be delivered.
0% to 30%	Fail	A response where serious reservations exist. This may be because, for example, no or insufficient detail is provided, the response has material flaws or is seriously inadequate/seriously lacks credibility with a high risk of non-delivery.

Marks will be awarded within these bands to reflect the relative merits of responses provided by the applicants to the qualitative criteria.

If an Applicant fails to comply in any respect with the requirements set out in the competition documents, Respond will be entitled to but not obliged to:

- Reject the submission as non-compliant.
- Without prejudice to the right to reject the submission, meet with, raise issues and /or seek clarifications on the submission.
- Without prejudice to the right to reject the submission, request the tenderer to provide information or items that have not been provided or provided in the incorrect format.
- Without prejudice to the right to reject the submission, waive a requirement, which, in the opinion of Respond is not material and /or is procedural.

- Respond may seek clarification on any aspect of the submission.

4.3 Feedback and Standstill Period

The Contracting Authority shall provide feedback to the unsuccessful Candidates on their submission/application.

The Contracting Authority shall notify Applicants of the outcome of the Competition. A standstill period shall commence the day after notification of the award decision is sent. Where the notification is sent by electronic means, the standstill period shall be 14 calendar days.

Provided that there is no legal challenge to the conduct of the Competition or the award of the Framework Agreement to the preferred Candidates, that the conditions of award at Section 3.6 of this PIM are satisfied by the preferred Candidates, and all final due diligence conducted by the Contracting Authority renders satisfactory results and the Contracting Authority is otherwise content to proceed, the Contracting Authority may enter into the Framework Agreements with the preferred Candidates.

4.4 Professional Indemnity (PI) Insurance

The level of PI insurance required relative to the Project Values within each Lot has been set out in the table below. Candidates failing to meet the minimum requirements as set out below for each Lot will not be considered for Shortlisting;

Project Value	Minimum PI level required	Comment
All values Lot 1.1 Building Surveying, 1.3 Land Surveying and 1.4 Health & Safety Consulting	€1.5 million each and every claim basis	Duration of insurance post PC will be varied on a project by project basis.
All values Lot 1.2 Fire Safety Consultant	€6.5 million each and every claim basis	Duration of insurance post PC will be varied on a project by project basis.

Other insurances levels required are set out within SAQ QC1 Part 1 documents.

Applicants should note that these minimum limits of indemnity are strict requirements imposed by potential funders for schemes who insist on compliance with these requirements; where Applicants do not currently or cannot currently comply with these requirements then the Applicant must provide the completed Letter of Undertaking proforma – Appendix C to SAQ – confirming that compliance will be achieved should the Applicant be shortlisted for inclusion on the Frameworks.

By submitting their Application/Submission, the Applicant confirm that, if they are successful in the Competition and awarded the Framework Agreement:

- (i) they will, from the Commencement Date of the Framework Agreement (as defined in the Framework Agreement), obtain and hold the types and levels of insurance as specified in SAQ and as above;
- (ii) the territorial limits and jurisdiction of its insurance policies include Ireland; and
- (iii) they are not aware of any exclusions, restrictions, conditions or warranties or, in the case of policies with an aggregate limit of indemnity, any outstanding claims, which could have a material adverse impact on the level of coverage specified above.

A formal confirmation from the Tenderer's insurance company or broker to this effect will be requested from the preferred Candidate prior to the award of (and shall be a condition of) any Framework Agreement.

The Framework Member will, during the term of the Framework Agreement:

- (i) immediately advise the Contracting Authority of any material change to its insured status;
- (ii) produce proof of current premiums paid upon request;
- (iii) produce valid certificates of insurance upon request.