COMHAIRLE CATHRACH CHORCAÍ TITHE NUA Á DTÓGÁIL
CORK CITY COUNCIL BUILDING NEW HOMES
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Cork City Council Housing Programme 2026-2028

Descriptive Document | Request to Participate in Competitive Dialogue

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DESCRIPTIVE DOCUMENT Contents

SECTION 1.0 – INTRODUCTION

1.1 BACKGROUND
1.2 PROCUREMENT PROCESS
1.3 SCOPE, OBJECTIVES AND REQUIREMENTS
1.4 SITE SUITABILITY
1.5 PLANNING AND DESIGN
1.6 FINANCING OF PROJECT DEVELOPMENT AND PLANNING PHASE PRE-CONTRACT
1.7 CONTRACTS AND INSURANCES FOR SITE ACQUISITION AND WORKS

SECTION 2.0 – IMPORTANT NOTICE

SECTION 3.0 – INSTRUCTIONS TO CANDIDATES FOR PARTICIPATION

3.1 CANDIDATE
3.2 CONSORTIA OR GROUPINGS
3.3 OTHER ENTITIES
3.4 CHANGES TO THE CANDIDATE TEAM STRUCTURE
3.5 SUBMISSION TO PARTICIPATE IN COMPETITIVE DIALOGUE
3.6 SUITABILITY ASSESSMENT QUESTIONNAIRE
3.7 SELECTION CRITERIA
3.8 GENERAL INSTRUCTIONS
3.9 INSOLVENCY DURING THE PROCUREMENT
3.10 STEP-IN RIGHTS
3.11 INDICATIVE TIMELINE
3.12 AWARD CRITERIA

SECTION 1.0 - INTRODUCTION

1.1 BACKGROUND

1.1.1 Cork City Council (the "**Council**") invites responses from economic operators ("**Candidates**") to participate in this procurement process for the delivery of housing units as part of the *Cork City Council Housing Programme 2026-2028.*

1.1.2 The *Cork City Council Housing Programme 2026-2028* will form part of the *City Council's housing delivery action plan* under the Government's *Delivering Homes, Building Communities 2025-2030 (DHBC)*[1], although this procurement process may include schemes that will be delivered beyond the lifetime of the DHBC. The Government's DHBC sets out an overall ambition to activate the supply of 300,000 homes over the lifetime of the plan, including an annual average delivery of 12,000 new social homes and 15,000 starter home supports. There are significant targets to be delivered in Cork City and in this regard the *Cork City Council Housing Programme 2026-2028* is a major part of the Council's delivery plan under the DHBC and any subsequent national housing delivery programme. Cork City Council proposes to deliver and facilitate the delivery of social, starter homes and mixed tenure schemes in delivery of its housing programme over the coming years and therefore invites proposals from Candidates which can deliver social, starter homes, or mixed tenure schemes, to include new build construction, conversion of existing residential or non- residential properties, or schemes which form part of a larger development. Starter homes or mixed tenure schemes may include provision for cost-rental delivery in partnership with an Approved Housing Body (AHB).

1.1.3 This document provides information about the scope and objectives of this procurement process, the Council's requirements, and the terms for participation in the process.

1.1.4 Candidates' attention is specifically drawn to **SECTION 2.0 IMPORTANT NOTICE** of this Descriptive Document and Candidates are required to take note in it of the disclaimer of the Council.

1.2 PROCUREMENT PROCESS

1.2.1 This procurement process is being conducted pursuant to EU Directive 2014/24/EU as implemented in Ireland by the European Union (Award of Public Authority Contracts) Regulations 2016 (S.I. No. 284 of 2016) (the "**Regulations**"). The Project has been advertised on www.etenders.gov.ie and the OJEU.

1.2.2 The Council through a Competitive Dialogue procedure, as specified in Article 30 of Directive 2014/24/EU on public procurement, wishes to identify suitable Candidates to contribute to the delivery of the *Cork City Council Housing Programme 2026-2028*. It is not possible to identify definitive solutions at this stage as there are a number of legal and financial aspects which can only be specified by taking account of the particular features of the location of each housing site and the relevant stakeholders.

[1] The Government's Delivering Homes, Building Communities 2025-2030 is available to view online at www.gov.ie/en/publication/ef5ec-housing-for-all-a-new-housing-plan-for-ireland/

Through the Competitive Dialogue procedure, the Council wishes to engage with Candidates to identify and define the best means suited to meeting its requirements whether by means of solutions such as the:

- provision of suitable sites, carrying out design and obtaining appropriate planning permissions in partnership with the Council and delivery of housing schemes on selected sites;
- delivery of housing schemes to be ready for occupation by residents under a parallel Site Acquisition and Development Agreements with the Council.
- provision of suitable sites with valid planning permission for a housing scheme and delivery of such a suitable housing development;
- conversion of existing residential, non-residential, commercial, retail and industrial buildings to deliver suitable housing;
- Provision of suitable sites to deliver "living over the shop" proposals.

1.2.3 As several different solutions might be suitable, in order to be equitable, this procurement process will be divided into a number of categories, referred to as "Lots" of housing units. Interested parties may submit a solution for any number of schemes or sites but each submission will be considered and assigned to only one Lot and an individual submission must be made for each and every scheme. Lots may be adjusted by the Procurement Authority during the competitive dialogue procedure. The Lots to submit against are the following:

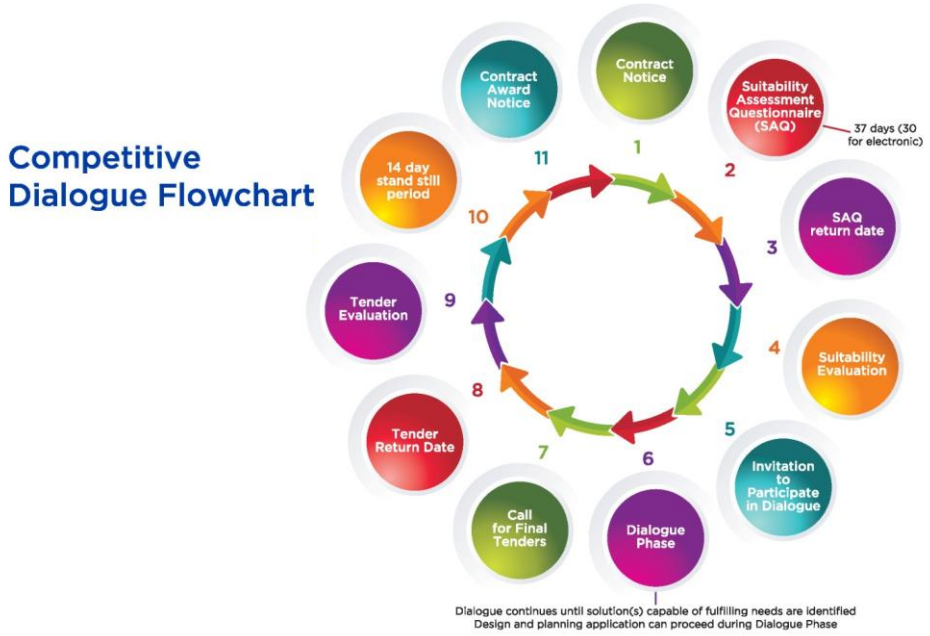
LOT NO.	DESCRIPTION
1A	Provide site, design, **obtain planning permission** and deliver 100 No. or more housing units, which could also be a section of a larger scheme.
1B	Provide site, design, **obtain planning permission** and deliver between 21 No. and 99 No. housing units, which could also be a section of a larger scheme.
1C	Provide site, design, **obtain planning permission** and deliver between 1 No. and 20 No. housing units.
2A	Provide site **with planning permission** and deliver 100 No. or more housing units, which could also be a section of a larger scheme.
2B	Provide site **with planning permission** and deliver between 21 No. and 99 No. housing units, which could also be a section of a larger scheme.
2C	Provide site **with planning permission** and deliver between 1 No. and 20 No. housing units.
3	Provide a site which is currently on the Derelict Sites Register, with a proposal for the removal of the dereliction and the provision of housing units thereon and deliver between 1 No. and 100 No. housing units.
4	Provide a site with existing residential, non-residential, commercial or industrial buildings with a proposal to refurbish or convert and provide housing units thereon and deliver between 1 No. and 100 No. housing units.
5A	Provide a site to deliver a "living over the shop" proposal for housing **in** Cork City Centre area as identified as land use zoning objective "***ZO 5 City Centre***" in the *Cork City Development Plan 2022-2028*[2].
5B	Provide a site to deliver a "living over the shop" proposal for housing **outside** Cork City Centre area as identified as land use zoning objective "***ZO 5 City Centre***" in the *Cork City Development Plan 2022-2028*.

[2] The *Cork City Development Plan 2022-2028* is available to view online at www.corkcity.ie/en/cork-city-development-plan/

1.2.4 The Council is issuing this Document to commence Stage 1 of the procurement process, 'The Suitability Assessment Stage' ("SAQ Stage"). **Candidates must express an interest in participating in this competition by making a submission at the SAQ Stage.** During the SAQ Stage, the Council will shortlist Qualified Bidders in accordance with this Document.

1.2.5 The procurement process is intended to take place in 11 No. Phases, which are detailed in Figure 1 below.

Figure 1



- Phases 1 to 4 – Suitability Assessment Phase, consisting of:
  - Eligibility check based on the Suitability Assessment Questionnaire.
  - Evaluate submissions of request to participate in the Dialogue Phase.
  - Short list to participate in Dialogue Phase
- Phases 5 & 6 – Dialogue Phase
  - Short listed Candidates will be provided with an Invitation to Participate in Dialogue (ITPD) and will be provided with further information concerning the scheme and the Dialogue process including the award criteria.
  - Those Candidates remaining under consideration on completion assessment of the ITPD submissions, will be provided with an Invitation to Continue in Dialogue[3] (ITCD), to further develop their submissions and will be provided with further information concerning the scheme and the Dialogue process including the award criteria.
  - It is possible that the Dialogue Phase will be carried out in successive stages and that the number of Candidates will be reduced through the Dialogue Phase.
  - It is envisaged that where applicable, related scheme designs, and development planning applications will be undertaken by Candidates during the Dialogue Phase.
  - Close of Dialogue Phase.
- Phases 7 to 9 – Final Tender.
- Phases 10 & 11 – Award Stage.

More information about this stage (SAQ) of the procurement process is set out below in **SECTION 3.0**.

[3] ITCD may not be required for all schemes, resulting in a move to the IST.

1.3 SCOPE, OBJECTIVES AND REQUIREMENTS

1.3.1 All schemes under the *Cork City Council Housing Programme 2026-2028* are subject to approval and capital appraisal by the Department of Housing, Local Government and Heritage (DHLGH) and its Housing Advisory Unit (Architects and Quantity Surveyors) with regard to technical and cost requirement. This will involve an application for funding from a competitive public funding programme within which the scheme may or may not be funded. Where public funding is required, failure by the Procurement Authority to obtain funding approval for a scheme will therefore result in the removal of the scheme from the procurement process.

1.3.2 All potential Candidates will be required at appropriate stages during the Dialogue Phase to address in their proposals all aspects which will enable the appraisal, planning, procurement, and implementation to be reviewed by the Council and the DHLGH.

1.4 SITE SUITABILITY

1.4.1 Candidates, in submitting their responses to the Suitability Assessment Questionnaire, are required to provide satisfactory information regarding their ability to provide a site or sites suitable for the required housing to enable the suitability to be assessed by the Council. Candidates will be required to demonstrate that they have sufficient legal interest in the site or sites to enable planning permission for the housing units to be applied for and they will be required to obtain planning permission before conclusion of the Dialogue Phase[4]. Candidates will be required to provide first registration of the site with Tailte Eireann prior to planning and contract award.

1.4.2 The suitability of the proposed site in relation to the Council's housing needs and the ability of the Candidate to deliver the site will be qualitatively assessed against the site suitability criteria set out in **SECTION 3.7.7** below and **SECTION 6.0, S.7** of the SAQ.

1.4.3 It is a mandatory requirement that the site is assessed as suitable in Phase 4 (refer to Figure 1) in order for the Candidate to be shortlisted for the Dialogue Phase. In the Dialogue Phase a more detailed criteria relating to the site suitability will be assessed.

1.5 PLANNING AND DESIGN

1.5.1 Where suitable Candidate has identified a site suitable for residential development that does not benefit from an extant planning permission and/or a sufficiently developed design proposal, the Candidate may compete under this procurement process to work with the Council in the preparation, design, development and delivery of a housing scheme on such site.
The Council shall, at its absolute discretion and having regard to the nature, scale, ownership structure, proposed delivery mechanism and applicable legislative requirements of the development, determine the appropriate statutory planning consent process for any proposed scheme.

Without prejudice to the generality of the foregoing, the Council may determine that planning consent shall be sought:

[4] For the avoidance of doubt, the Candidate must be able to demonstrate that it has sufficient legal interest in the site or sites to control the development of the site and obtain the relevant statutory consents and comply with/complete his other obligations under the proposed contract in relation to transfer of assets (i.e. lands and/or buildings, etc.) to the Council.

(a) through the statutory procedure applicable to developments proposed to be carried out by, on behalf of, or in partnership with the Council, including any procedure prescribed under Part 8 of the Planning and Development Regulations (or any replacement or successor legislation); or

(b) by way of an application for planning permission through the standard planning application process under the Planning and Development Acts and Regulations (or any replacement or successor legislation).

The selection of a particular planning consent route shall be a matter solely for the Council and no Candidate shall have any entitlement to require the Council to pursue a specific planning process.

Candidates shall be required, where directed by the Council, to prepare and provide all designs, reports, assessments, surveys, studies, environmental documentation and other information necessary to support the planning consent process selected by the Council.

The Council reserves the right to require a Candidate to prepare and/or submit, as appropriate, a *Large-Scale Residential Development* application, or any equivalent or successor planning application process provided for under applicable legislation, where the Council considers such a process to be appropriate having regard to the characteristics of the proposed development.

1.5.2 At the Dialogue Phase, submissions will be assessed by the Council to determine the overall suitability of any proposal, with particular attention being paid to the financial and technical merits of a scheme, in addition to an assessment of the potential complexity of any legal agreements. Detailed technical and housing management assessments of proposals will be carried out by the Council with regard to site conditions and suitability, general layout, long term maintenance, costs of ownership/occupation, life-long living and access considerations, structural and the DHLGH (and former DECLG and DHPCLG and DHPLG) guidelines for social housing (including maximising compliance with the requirements of the DHLGH *Design Manual for Quality Housing*[5]), Cork City Councils Housing Maintenance Section requirements[6], the Cork City Council Finishing Specification for New Housing[7], meeting the needs of the City Council in terms of unit type/tenure type, and capital appraisal requirements. This will require detailed drawings and specifications to be submitted with formal tenders/Candidate submissions at that stage.

1.5.3 It is envisaged that the matters that will be required to be addressed at the Dialogue Phase will include:

1. Overall acquisition cost and affordability of each housing unit.
2. Delivery time for the completed scheme.
3. Overall suitability of the proposal, the location and housing scheme including design considerations.
4. Planning consent to be obtained before the Final Tender Phase.
5. Other matters can be considered such as:
    - Cost of ownership, sustainability and maintenance.
    - Suitability for lifelong living and access for people with special needs.
    - Energy Rating (BER) particularly energy conservation measures to prevent 'fuel poverty' in the future.
    - Type of construction, e.g. traditional masonry, timber frame, offsite construction.
    - Landscape treatment, amenity areas and overall environmental impact.
    - Compliance with current health and safety statutory requirements.

[5] DHLGH *Design Manual for Quality Housing* is available to view online at www.gov.ie/en/department-of-housing-local-government-and-heritage/publications/design-manual-for-quality-housing/

[6] Cork City Councils Housing Maintenance Section requirements - Document to be issued to shortlisted Candidates with the ITPD.

[7] Cork City Council Finishing Specification for New Housing - Document to be issued to shortlisted Candidates with the ITPD.

- Compliance with the relevant requirements of the Building Control Regulations including compliance with S.I. No. 9 of 2014 Building Control (Amendment) Regulations 2014 and the appointment of Assigned Certifiers and associated conditions.
- Insurances and Performance Bond.
- Amount of retention monies for a defect's liability period.
- Arrangements for training and employment of personnel who have been registered on a national unemployment register within the EU for a continuous period of at least 12 months.
- Tenure type.
- Overall consideration of compliance with DECLG Best Practice Guidelines[8] for social housing under the key headings tabulated hereunder:

Socially and Environmentally appropriate
Affordable
Resource Efficient
Safe, Secure and Healthy
Architecturally appropriate
Accessible and adaptable
Durable

1.6 FINANCING OF SCHEME DEVELOPMENT AND PLANNING PHASE PRE-CONTRACT

1.6.2 Candidates will be required to finance the provision of the site, the complete design and all other matters and outlay necessary to obtain planning consent for the scheme (whether through the Part 8 planning process or otherwise). Candidates will be required to build in the costs of all scheme design, planning approvals and all liaison and queries with the Council and the DHLGH and costs associated with same (which could include professional and legal fees) into their Final Tender price. Candidates need to be aware that they will carry and finance this outlay and risk at entirely their own risk as part of this procurement process.

1.6.3 Payments will only be made by the Council to Candidates that have been awarded contracts by the Council at Phase 11 Contract Award Notice (refer to Figure 1). Tender sums should allow for all costs incurred by the Successful Candidate in relation to the specific scheme including design, planning costs, legal costs and other relevant professional costs.

1.6.4 There will be a constant emphasis on value for money under this procurement process, and any contracts resulting from it, particularly with reference to schemes funded by the Exchequer. From the outset, at the Dialogue Stage the Council will be monitoring the purchase prices of homes and Candidates will be required to provide schemes which provide demonstrable fair value to the Council.

1.6.5 Full planning permission (this may be applied for in partnership with the Council but financed by the Candidate), together with DHLGH approval, funding for the scheme and other associated considerations will be a pre-requisite and must be in place before the Dialogue Phase can be concluded.

1.7 CONTRACTS AND INSURANCES FOR SITE ACQUISITION AND WORKS

1.7.2 After Contract Award, each selected scheme site with the benefit of full planning consent will be required to be transferred in full to the Council with all appropriate rights and easements including authorised

[8] Best Practice Guidelines for Delivering Homes, Sustaining Communities as per '***Quality Housing for Sustainable Communities'***, DECLG, 2007, www.environ.ie

connections to all necessary services and utilities for the proposed housing scheme. It is envisaged that the successful Candidate will be required to enter:

a) into a contract for the transfer of the subject site to the Council together with,

b) a Development Agreement detailing that the Successful Candidate will enter into a suitable contract[9] with a suitable contractor for the delivery of the scheme, issue compliance certificates and hand over the fully completed scheme to the Council's requirements fit for occupation by residents in a manner and time and to a quality standard that will ensure that all stakeholder requirements have been achieved.

1.7.3 These contracts (which may be assigned or novated to a nominee of the Council) together with the Successful Candidates scheme details, for example, drawings and specifications, and planning conditions will include a clear set of requirements setting out the Council's position on the scheme requirements to include such matters as standards, planning compliance, building regulations, scope, quality, deadlines, a comprehensive Stakeholder Engagement Plan with key stakeholders, security and boundary requirements, services, utilities, energy conservation and sustainability requirements, health and safety and environmental management requirements and assigned certifier obligations. The Council requires outcome cost certainty on all schemes undertaken in the programme. A Performance Bond will be required in favour of the Council for the delivery stage of the scheme. All completed units will require at a minimum Certificates of Compliance with Planning Permission and Building Regulations signed by a competent qualified person as well as all other certificates required by Statute. Appropriate insurances for the scheme as required by the Council will be required to be maintained to cover all obligations and the completed or partially completed scheme including but not limited to public liability, employer's liability, professional indemnity, construction all risks and property insurance to cover risks relating to the replacement of completed or partially completed works. Adequate collateral warranties equal or similar to the RIAI warranty for design and construction of housing developments will be required from all Consultants and some Sub-Contractors. The Development Agreement will include a mechanism wherein that in the event of liquidation, examinership of the Successful Bidder or failure to progress/deliver the scheme as per the Development Agreement that the Council will have the right to call-in a Performance Bond and step-in to take over the project. The Council may request that Homebond certification be provided for some schemes.

1.7.4 At the Suitability Assessment stage, only the Candidate's capacity will be assessed to ensure that it meets the minimum requirements set out in the Selection Criteria in **SECTION 3.7**. The Candidate is not required at this stage to name its contractor or design team unless the Candidate intends to rely on the resources of the contractor or design team for the purposes of demonstrating its capacity to meet the minimum requirements in the Selection Criteria set out in **SECTION 3.7**. Candidates are required in the Suitability Assessment Questionnaire to provide full details of any such entities that it is relying on to meet the minimum requirements and to provide information and evidence about the contractual arrangements entered into with such entities.

[9] A suitable contract may not be required where the Successful Candidate is also the suitable contractor.

SECTION 2.0 – IMPORTANT NOTICE

2.1 The Council is making these documents available to Candidates for the sole purpose of inviting expressions of interest from interested parties. These documents must not be used for any other purpose.

2.2 The Council makes no representation, warranty, or undertaking in or in connection with these documents. The Council has not authorised anyone to make any representation in connection with these documents on its behalf, and Candidates should not rely on any representation purportedly made on the Council's behalf in connection with them. Neither the Council nor its officers, employees or advisers will have any liability in connection with these documents. Candidates must make their own assessment of the adequacy, accuracy and completeness of these documents.

2.3 The Council reserves the right not to proceed with the procurement process or any part of it and may terminate the process or any part of it at any time, and/or to procure the scheme by alternative means. If this happens, neither the Council nor its officers, employees, or advisers will be liable to any Candidate or other person. The Council also reserves the right to change any part of these documents, including the procedures and time limits described in them. The Council does not bind itself to accept any outcome of the process described in these documents and is not obliged to enter into a contract with anyone.

2.4 Neither the Council nor its officers, employees or advisers have any responsibility for Candidates' costs or losses in connection with this competition. There will be no contract between any Candidate and the Council concerning the subject of these documents unless and until a contract has been entered into by the issue of a letter of acceptance or tender acceptance. These documents will not be part of any contract.

2.5 These documents are being made available to the Candidates on the terms stated in this Descriptive Document. They are not being distributed to the public, and have not been filed, registered, or approved in any jurisdiction. Possession or use of these documents contrary to any law is prohibited. Candidates must inform themselves of and observe all laws concerning the possession and use of these documents.

2.6 Candidates must treat these documents, and their participation in this competition as confidential. Candidates must not disclose any information about this competition to anyone other than as required for tendering purposes, or as required by law.

SECTION 3.0 – INSTRUCTIONS TO CANDIDATES FOR PARTICIPATION

3.1 CANDIDATE

3.1.1 The entity submitting a SAQ Submission is referred to as the Candidate, whether it is a single company, organisation or a Consortium. The Candidate, if successful will take contractual and organisational responsibility for implementation of any contract awarded.

3.1.2 The Council will require the successful Candidate to structure itself so that the following legal and organisational requirements are met:

- the Candidate is the single point of contact that takes contractual responsibility for interfacing with the Council in managing and delivering the Contract; and
- the legal obligations and liabilities of the Candidate are borne by an entity or entities which satisfy the financial and economic requirements requested by the Council, referred to in **SECTION 6** of the SAQ.

3.1.3 If the Candidate provides the role of Construction Contractor from within its own resources, the Candidate must put in place suitable arrangements to the satisfaction of the Council with regard to the execution of construction contracts.

3.1.4 A Candidate Team Member is likely to have knowledge of the price and other aspects of that Candidate's tender that could cause it to have a conflict of interest and give rise to a risk of collusion if it also participated in another Candidate Team. If any team member is considering participating in this way, it must put in place appropriate safeguards to ensure that there is no conflict of interest or collusion in relation to this Procurement.

3.2 CONSORTIA OR GROUPINGS

3.2.1 A site or scheme may not be proposed or represented more than once. Candidates or groupings may not make multiple submissions in respect of the same site or scheme, therefore only one submission is permitted per site or scheme.

3.2.2 Candidates can be a partnership, consortium, grouping of entities or any other form of joint venture formed to constitute a Candidate. A Consortium, if successful, will be required to establish a legal entity in order to enter into the Development Agreement. The identity of each Candidate member of any group and the legal form to be assumed by the Candidate must be advised as part of the Candidate's Suitability Assessment submission.

3.2.3 If the successful Candidate is a Consortium, all Consortium members must provide joint and several liability to the Council for the performance and fulfilment of the terms of the Contract, within the Development Agreement.

3.2.4 Where a Candidate is a Consortium, it shall designate a Lead Consortium Member who will be the point of contact for the Procurement in **QUESTION 2.1** in the SAQ. The Lead Consortium Member may not be changed without the prior consent of the Council. Details of all other Consortium Members must be provided as required in **QUESTION 2.7** in the SAQ.

3.2.5 All other Consortium Members must submit, as part of the SAQ Submission, responses to **SECTION 6** of the SAQ together with all supporting documentation. Candidates should note that the minimum requirement relating to turnover in **SECTION 6, S.1** is required to be satisfied by the Consortium Members as a whole.

3.2.6 In all circumstances, the Candidate is responsible for managing the integrity of its Candidate Team.

3.3 OTHER ENTITIES

3.3.1 Where a Candidate wishes to rely on the capacities of Other Entities, the following provisions apply:

i. the Candidate must clearly indicate in their response to **QUESTION 2.7** of the SAQ Submission in relation to which Criteria and which Answer, and to what extent, it is relying on the capacities of Other Entities.
ii. it must prove to the satisfaction of the Council that it will have at its disposal the resources necessary from those Other Entities. To evidence this, the Candidate will be required to produce a commitment from those Other Entities to that effect, for example a written undertaking from such Other Entity confirming that it will provide the necessary support (including details of the resources which will be made available and the basis upon which those resources will be made available). Contractual commitment may be required prior to award of the Development Agreement from such Other Entities.
iii. Other Entities will be required to demonstrate that they fulfil the selection criteria within the SAQ. However, this requirement will be limited to the selection criteria which are relevant to the capacities that the Candidate is relying on the Other Entities for; and
iv. where the Council deems the evidence provided in respect of reliance on Other Entities to be insufficient, or where no reliance on Other Entities is sought, the Candidate will be evaluated based on its own financial, economic, and technical standing.

3.3.2 Where a Candidate relies on the capacities of Other Entities with regard to criteria relating to technical and professional ability, the capacity of Other Entities may only be relied upon where those Other Entities will, if awarded the Development Agreement, perform the works for which their capacities are required.

3.3.3 Where a Candidate relies on the capacity of Other Entities with regard to criteria relating to economic and financial standing, such Other Entities members must provide joint and several liability to the Council for the performance and fulfilment of the terms of the Contract, within the Development Agreement.

3.3.4 All Other Entities must complete submissions and responses to **SECTION 6** of the SAQ together with all supporting documentation for inclusion by the Candidate as part of its SAQ Submission. In addition, where a Candidate is relying on the capacity of Other Entities in relation to economic and financial standing, the Other Entity must also complete the relevant submissions to **SECTION 6** of the SAQ. However, the minimum requirement relating to turnover in **SECTION 6**, S.1 may be satisfied by the Candidate and/or another Entity being relied on for economic and financial standing together. Where a Candidate is relying on the capacity of Other Entities for technical and professional ability, the Other Entity must also complete the relevant sections of **SECTION 6**.

3.4 CHANGES TO THE CANDIDATE TEAM STRUCTURE

3.4.1 A Candidate's outline or detailed solution submitted during the competition or Final Tender which does not include the same Candidate Team structure (i.e. Consortium Members and Other Entities and Consultants) as listed in its SAQ Submission will be rejected unless the Council has given prior approval to a change to the Candidate Team in accordance with this **SECTION 3.4**.

3.4.2 If there is a change to a Candidate Team's structure following the SAQ Submission Deadline and prior to the submission of its Final Tender, it must seek prior written approval for any change from the Council by:

- explaining in writing to the Council the reasons for any change; and
- providing full details of any proposed replacement/alternative team member (which will entail the completion of the relevant SAQ questions (if applicable), and the score awarded must be equal to or higher than that attained by the Consortium Member/Other Entity/Consultant being replaced).
- The Council will not be liable for any costs or any disputes between Consortiums or Consortium Members relating to this procurement competition.

3.4.3 The Council will consider a request for approval of such changes only if it is received at least 21 calendar days prior to the relevant submission deadline.

3.4.4 Candidates should note that, for any proposed change to the Candidate Team to be considered by the Council, it must be supported by robust reasoning and any replacement Candidate Team Member must be assessed by the Council as being at least equal, in all respects, to the Candidate Team Member being replaced. The decision on whether or not to allow a change in the Candidate Team is a matter for the sole discretion of the Council.

3.4.5 Prior to the commencement of the Development Agreement, the successful Candidate will be required to notify the Council of the name, contact details and legal representatives of its consultants involved in the delivery of the Works, in so far as is known to the Candidate at the time. The successful Candidate will also be required to notify the Council of any changes to the information provided in respect of its consultants during the course of the Contract and the name, contact details and legal representatives of any new Consultants which the successful Candidate subsequently involves in the delivery of the Works.

3.5 SUBMISSION TO PARTICIPATE IN COMPETITIVE DIALOGUE

3.5.1 Candidates are required to submit the following as a submission to participate in Competitive Dialogue, the contents of which are detailed in these instructions and the Suitability Assessment Questionnaire document.

- A completed ***SUITABILITY ASSESSMENT QUESTIONNAIRE*** document together with any supporting documentation.

3.5.2 Candidates shall complete and send ONE copy of the SUITABILITY ASSESSMENT QUESTIONNAIRE (SAQ) document in PDF format via the E-tenders Tender Box ONLY available on www.etenders.gov.ie. Submissions delivered by fax/post/hand will NOT be accepted. The SAQ should be signed and dated by the Authorised Representative nominated by each Candidate and submitted by 17:00 hrs on 15 January 2027. Submissions that are delivered late will not be considered. Candidates are advised to allow ample time for the upload of your submissions before the deadline.

3.5.3 Where Candidates are making submissions for more than one scheme, an individual submission containing the completed SAQ must be submitted for each scheme. These submissions must be standalone and not rely upon or refer to the contents of other submissions.

3.6 SUITABILITY ASSESSMENT QUESTIONNAIRE

Suitability Assessment Questionnaire Requirements

3.6.1 Candidates are required to complete the Suitability Assessment Questionnaire and provide all of the information requested.

3.6.2 If a Suitability Assessment Questionnaire submission fails to comply in any respect with the requirements set out in this Descriptive Document or is ambiguous, the Council shall be entitled at its absolute discretion (but shall not be obliged):

a) to reject the relevant Suitability Assessment Questionnaire submission as non-compliant;
b) without prejudice to the Council's right to reject the Suitability Assessment Questionnaire submission, to meet with, raise issues and/or seek clarification from the Candidate in respect of the relevant Suitability Assessment Questionnaire submission;
c) without prejudice to the Council's right to reject the Suitability Assessment Questionnaire submission, to request the Candidate to provide the Council with information or items which have not been provided or have been provided in an incorrect form;
d) without prejudice to the Council's right to reject the Suitability Assessment Questionnaire submission, to negotiate an amendment and/or change to the relevant Suitability Assessment Questionnaire submission with the Candidate;
e) without prejudice to the Council's right to reject the Suitability Assessment Questionnaire submission, to waive a requirement which, in the opinion of the Council's, is not material and/or is procedural; and/or;
f) without prejudice to the Council's right to reject the Suitability Assessment Questionnaire submission, to amend the relevant requirement of the instructions or the Suitability Assessment Questionnaire and invite the other Candidates to adjust their respective Suitability Assessment Questionnaire submission on the basis of such revised requirement **PROVIDED HOWEVER** no amendment and/or change to the Council's requirements shall be permitted if, in the opinion of the Council, the amendment and/or change, if accepted, would constitute a material amendment and/or change to the Council's requirements.

3.6.3 The Council may seek clarification of any aspect of the Suitability Assessment Questionnaire submission.

3.7 SELECTION CRITERIA

3.7.1 The SELECTION CRITERIA of the SAQ are set out in **SECTION 6.0** of the SAQ, and in the following section, and will be used to assess if a Candidate is suitable to be shortlisted.

3.7.2 PASS/FAIL – Where a Candidate is assessed to FAIL against one or more of the relevant Sub-criteria, then the Candidate will not be shortlisted to participate in the Dialogue Phase.

3.7.3 QUALITATIVE ASSESSMENT - Where a Candidate fails to achieve, or exceed, the minimum score, then the Candidate will not be shortlisted to participate in the Dialogue Phase.

3.7.4 The Candidate must submit signed declarations in the form set out in the Appendices of the SAQ that it meets the minimum requirements and that it will provide the required documents evidencing same within seven working days of a request from the Council or as requested in the SAQ.

3.7.5 Alternatively, the Candidate may submit the European Single Procurement Document (ESPD), confirming that it satisfies the minimum suitability assessment requirements and that it will provide the required documents evidencing same within seven working days of a request from the Council, or as requested in the SAQ.

3.7.6 Candidates may submit an ESPD that has already been used in a previous procurement procedure provided that it confirms that:

- The information contained in the ESPD continues to be correct; and
- It satisfies the Suitability Assessment criteria in the SAQ and that it will provide the required documents evidencing same within seven working days of a request from the Council, or as requested in the SAQ.

3.7.7 Candidates must demonstrate that the following mandatory minimum requirements can be met.

MAIN CRITERION	**NO.**	**SUB-CRITERIA**	**MANDATORY MINIMUM REQUIREMENTS** (CANDIDATES MUST SUBMIT THIS INFORMATION. IN THE ABSENCE OF THIS INFORMATION, A CANDIDATE MAY BE EXCLUDED)
Economic and Financial Standing	S.1	Candidate's Business Turnover	Refer to the SAQ document.
	S.2	Audited financial statements/accounts	Refer to the SAQ document.
	S.3	Candidate Tax Clearance	Refer to the SAQ document.
Technical and Professional Ability	S.4	Relevant Candidate experience and track record of Candidate in similar type and scale projects	Refer to the SAQ document.
	S.5	Capacity (Manpower)	Refer to the SAQ document.
	S.6	Health and Safety Competency	Refer to the SAQ document.
	S.7	Capacity (Facilities - Site & scheme location and suitability)	Refer to the SAQ document.

3.8 GENERAL INSTRUCTIONS

Queries

3.8.1 All queries or requests for clarification relating to this competition must be submitted electronically to the City Council's Dialogue Team using the e-tenders website online messaging system, by the 04 December 2026. An electronic response may be sent to enquiries received before this time and may be supplied to all parties who have expressed an interest. The cut-off date for the City Council to issue responses to queries will be 11 December 2026. The Council may at its absolute discretion but shall in no circumstances be obliged to reply to queries received after that date. Enquiries submitted using the

e-tenders website online messaging system should not be considered to have been received by the Council unless acknowledged by the Council within two working days. Verbal queries will not be entertained.

Change of Circumstances

3.8.2 Any change to the information submitted in the Suitability Submission in relation to the Candidate or any of the Candidate members after the Candidate has submitted its Suitability Submission must be notified to the Council in writing and may lead to disqualification of the Candidate unless approved by the Council in writing. The Council reserves the right, at its absolute discretion, to withhold such approval for any such changes and to disqualify the Candidate concerned from any further participation in the procurement process.

3.8.3 Candidates shortlisted to tender may be required to update the financial information used for suitability at the time of submitting their tenders, to confirm their financial position and to verify the information provided. If there is a change in the financial position that could affect the Council's assessment of the suitability of the Candidate, the Council may revise its assessment of the Candidate and may disqualify it from further participation in the procurement process.

Conflict of Interest

3.8.4 The Candidate must disclose to the Council any conflict of interest or potential conflict of interest on the part of a Candidate or any of its personnel or any involvement it has or has had with the Council, as soon as it becomes apparent to the Candidate. The Council shall at its sole discretion decide on the appropriate course of action.

Invitation to Participate in Dialogue (ITPD)

3.8.5 Only Candidates that have been shortlisted under this procedure will be issued with an Invitation to Participate in Dialogue.

Exclusion Criteria – Personal Circumstances

3.8.6 A Candidate shall be excluded if it has been convicted of an offence involving participation in a proscribed criminal organisation or corruption or fraud or money laundering. Candidates, or if the Candidate consists of a grouping acting in joint venture or consortium then all Candidate members shall submit a Declaration in the form set out at *Appendix F* (of the SAQ) confirming that the exclusion circumstances listed in Regulation 57 European Union (Award of Public Authority Contracts) Regulations 2016 (S.I. No. 284 of 2016) do not apply.

3.8.7 Alternatively, Candidates may submit the European Single Procurement Document (ESPD). Where a Candidate consists of a grouping acting in joint venture or consortium then all Candidate members must submit an ESPD. Candidates may submit an ESPD that has already been used in a previous procurement procedure provided that they confirm that the information contained in the ESPD continues to be correct.

Candidate's Expenses

3.8.8 All costs associated with this procurement and tendering process are to be borne fully by the Candidate and/or Candidate members. The Council shall not be liable for any costs, regardless of the conduct, duration or outcome of the process.

Attendance at Interview

3.8.9 Candidates may be required to attend an interview or provide additional information as part of the suitability assessment process. The purpose of such requests will be to clarify Suitability Assessment Submissions already submitted, therefore, Candidates may or may not be invited to interview and no inference should be drawn from being requested to provide additional information by way of an interview or otherwise. Candidates have no right to an interview.

Language

3.8.10 All the information requested must be submitted in the English language.

Right to Terminate the Suitability and Competitive Dialogue Process

3.8.11 The Council does not bind itself to accept any Candidate, nor to assign any reason for the rejection/disqualification of any Candidate. It reserves the right to annul the Suitability and/or Competitive Dialogue process and reject all Candidates at any time prior to contract award, without thereby incurring any liability to the affected Candidate or Candidates or any obligation to inform the Candidate or Candidates affected of the grounds for this action.

Collusion and Canvassing

3.8.12 Any attempt by a Candidate or its appointed advisors to unfairly influence the conduct or outcome of the procurement process in any way may result in the Candidate being disqualified.

3.8.13 In addition, direct or indirect canvassing by a Candidate or its appointed advisors of any elected member, officer, employee, advisor or agent of the Council in relation to this competition or any attempt to obtain information from any elected member, officer, employee, advisor or agent of the Council in relation to any other Candidate will result in disqualification.

Publicity

3.8.14 Candidates shall note that no publicity regarding the competition will be permitted unless and until the Council has given express written consent to the relevant communication. In particular, no statements should be made to the press or other similar organisations regarding the nature of any submission, its content or any proposals relating thereto without prior written consent.

3.8.15 The Council shall have the right to publicise or otherwise disclose to any third party, information in relation to the scheme, the nomination of the shortlisted Candidates (including details of their respective members, representative, advisors, consultants, subcontractors, servants or agents), the selection of the Preferred Candidate, the procurement process or the award of contract at any time.

The Council reserves the right to:

3.8.16

a) Reject or accept any application;

b) To amend or otherwise change the Suitability process (including the timetable) or to terminate the process (or any part thereof) and reject all applications and the Council shall not thereby be responsible for any costs incurred by Candidates;

c) To change the basis of and procedures for the bidding process and/or to procure the scheme by alternative means if it appears that the scheme can be thereby more advantageously procured;

d) To negotiate with any or all Candidate(s) who successfully pre-qualify;

e) Disqualify any Candidate invited to tender if any Candidate member or key subcontractor withdraws from the consortium.

3.8.17 The Council shall neither be liable for any such actions nor be under any obligation to give advance notice of such actions nor to inform a Candidate of the reason for them (unless so required by law and without liability to the Candidate members), save where the Council rejects any submission the Council shall inform the Candidate of the grounds for such rejection.

Freedom of Information Act 2014

3.8.18 Candidates should be aware that under the Freedom of Information Act 2014, information provided by them during this competition may be liable to be disclosed. If Candidates consider that certain information is not to be disclosed because of its commercial sensitivity, they should, when providing the information, clearly identify same and specify reasons for its commercial sensitivity.

3.8.19 The Council will, where possible, consult with Candidates about such sensitive information where identified before making a decision on any Freedom of Information request received.

3.8.20 In the event that the Council decides to release particular information relating to Candidates, the Candidates will have the option of appealing the Council's decision to the Information Commissioner.

3.4.22 Please note that in the event that such information is not identified by Candidates as sensitive, with supporting reasons, it may be released in response to a request under the Freedom of Information Act.

3.9 INSOLVENCY DURING THE PROCUREMENT

3.9.1 Any Candidate Team Member subject to insolvency proceedings will not be permitted to participate in any stage of this Procurement unless there are exceptional reasons otherwise. The Candidate is required to inform the Council immediately in relation to any insolvency proceedings or their potential commencement.

3.9.2 Outlined below are definitions of insolvency proceedings but please note that this is not an exhaustive list:

For an individual:

- has presented a petition for his or her own bankruptcy.
- had a bankruptcy petition presented against him or her.
- is adjudged bankrupt (whether in Ireland or elsewhere).
- had a receiving order made against him.
- had a receiver appointed over assets; or
- enters into an arrangement with his or her creditors.

For a company or partnership:

- had a winding up petition presented against it.
- enters into liquidation, whether compulsory or voluntary.

- passes a resolution for winding-up or is wound-up (whether in Ireland or elsewhere).
- had a provisional liquidator appointed to it.
- is unable to pay its debts within the meaning of Section 570 of the Companies Act 2014 or summons a meeting of its creditors or any of them; or
- had a receiver, receiver and manager, or examiner appointed over the whole or a substantial part of its undertaking or assets.

3.10 STEP-IN RIGHTS

3.10.1 In the event that, following the award of the Development Agreement, the successful Candidate cannot, for whatever reason deliver the Project to the satisfaction of the Council, the Council reserves the right to step-in and take over the project. This shall be without prejudice to the right of the Council to terminate the Development Agreement and commence a new procurement process. These rights shall be set out and agreed to by both parties in the Development Agreement.

3.11 INDICATIVE TIMELINE

1.	Contract Notice and Suitability Assessment	Notice issued 06 NOVEMBER 2026 **RESPONSE DEADLINE: 17:00 HRS ON THE 15 JANUARY 2027**
2	Invitation to shortlisted Candidates to commence the Dialogue Phase.	MARCH 2026

3.12 AWARD CRITERIA

Any Contract(s) awarded as a result of this procurement process will be awarded on the basis of the offer(s) most economically advantageous to the Council. All contracts awarded by the Council will be subject to DHLGH funding approval and /or applicable funding approval from other funding sources as decided by Cork City Council.

The award criteria for the competitive dialogue procurement process are set out in the table below. The Criteria will remain the same throughout the process however the Council reserves the right to introduce sub-criteria and to adjust marks and weightings.

CRITERIA	**SUB-CRITERIA**	
A. Legal and Contractual	A.1	Acceptability of site proposal – Site ownership structure, title issues
	A.2	Extent to which bidder is committed, deliverability of project arrangements
	A.3	Acceptability of risk transfer in the agreements and of contract documents – Performance Bond, Collateral Warranties, Development Agreement, etc.
B. Technical	B.1	Planning – Suitability of the proposed site and deliverability of planning
	B.2	Architecture and Urban Design – Quality of urban design, context/approach to compliance with the requirements of the DHLGH

		Design Manual for Quality Housing[10], accessibility, traffic calming, private/public open spaces, and meeting the City Council's needs in terms of unit type/tenure type
	B.3	Quality standards – Energy efficiency, running costs, sustainable urban drainage systems, flooding risk, safety, security and Building Regulations
C.	B.4	Overall project sustainability
	B.5	Innovation
D. Financial and Commercial	C.1	Site acquisition price/unit
	C.2	Total costs of Acquisition/Housing Units

[10] DHLGH *Design Manual for Quality Housing* is available to view online at www.gov.ie/en/department-of-housing-local-government-and-heritage/publications/design-manual-for-quality-housing/


COMHAIRLE CATHRACH CHORCAÍ TITHE NUA Á DTÓGÁIL
CORK CITY COUNCIL BUILDING NEW HOMES
We are Cork.