

OPEN PROCEDURE
REQUEST FOR TENDER
SINGLE-OPERATOR FRAMEWORK



COMHAIRLE
CONTAE AN CHLÁIR

CLARE
COUNTY COUNCIL

Scope of Framework	Supply of On Road On-Road Hydrotreated Vegetable Oil (HVO) to Clare County Council
Procedure	Open Procedure
Issue Date	13 th October 2025
Closing Date for Queries	12 th November 2025 @ 13.00
Closing Date for Tender Submissions	19 th November 2025 @ 13.00
Contact for Queries	Question and Answers facility on www.etenders.gov.ie
Format for Submission of Tenders	Via www.etenders.gov.ie only

Tender Parameters	
Description of Parameter	Requirement Applicable
Please state Tender Validity period in Months	6months
Currency of the Tender	Euro €
Place of Supply	ROI – Co.Clare
Relevant Contracts Tax (RCT)	Does not apply to this contract
In this Request for Tender the processing of <u>Personal Data</u> under GDPR	Does not apply to this contract

IMPORTANT NOTE

Please note that information relating to this Request for Tender, including clarifications and changes, will be published on the Procurement Opportunities Portal www.etenders.gov.ie. Registration is free of charge and there is no charge for documents. Please note that the Contracting Authority accepts no responsibility for information relayed (or not relayed) via third parties.

Clare County Council have provided a Tender Response Document as a separate document for Tenderers to use in preparing their response to this tender. The document and format must be used.

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1 ABOUT THE CONTRACTING AUTHORITY

1.1 THE CONTRACTING AUTHORITY

Clare County Council herein after referred to as the Contracting Authority, is the authority responsible for this procurement. Further information is available at our corporate website www.clarecoco.ie

1.2 SMALL AND MEDIUM ENTERPRISE PARTICIPATION

It is the policy of the Contracting Authority to promote participation by Small and Medium Enterprises (SMEs) on a fair and equal basis.

SMEs are encouraged to explore the possibilities of forming relationships with other SMEs or with larger enterprises to meet the financial, economic, or technical capacity requirements of the competition, if required.

Tenderers may include individuals, partnerships, limited companies, groupings, or any combination of the foregoing with or without legal personality. However, a grouping if successful will be required to establish legal personality to enter the framework agreement / contract.

Tenderers are reminded that they may rely on the resources of other entities to establish the requirements on condition that they can prove to the satisfaction of the Contracting Authority that they will have these resources at their disposal when necessary.

If the tender is from a consortium / joint venture, tenderers must ensure that all the relevant information is provided and where necessary, provide the information requested separately for each party. Relevant information relates to where a tenderer is relying on the resources to qualify (e.g., turnover, personnel, previous experience) and/or to deliver contracts. The consortium must appoint a single point of contact who will assume overall responsibility for delivery, and who is authorised to sign the framework agreement / contract on behalf of all consortia members. The Contracting Authority will not act as an arbitrator between members of consortia.

2 SCOPE OF THE FRAMEWORK AGREEMENT

Clare County Council invites Tenderers to compete for the framework for the supply and delivery of On-Road Hydrotreated Vegetable Oil (HVO) compliant to EN15940 for use within the Clare County Council Fleet.

Clare County Council is a Local Authority which has a statutory remit meet Climate Action Targets set out through its own Climate Action Plan for Clare and the National Climate Action Plan. Its functions cover a range of disciplines from Housing, Environment, Recreation and Amenity, Roads & Transport, Rural and Community Development amongst others. **The initial delivery point will be the Machinery Yard, Beechpark, Ennis, Co.Clare and potential additional**

delivery points include but are not limited to the Council's depots In Shannon, Bodyke, Kilrush and Ennistymon.

2.1 TYPE OF FRAMEWORK

This competition relates to a:

Single-Operator Framework

Established with one economic operator, thereafter that economic operator being entitled to be considered for all contracts within the scope of the framework.

2.2 SCOPE OF REQUIREMENTS UNDER THE FRAMEWORK

The scope of the proposed contract shall be for the Supply of On-Road Hydrotreated Vegetable Oil (HVO) to Clare County Council. The fuel must be of a high quality and conform to EN 15940 Class II standard. The fuel should be certified to ISCC (Internal Sustainability and Carbon Certification) standards. It must also be ensured that the 'chain of custody' for the fuel must resided within the name of the parent company supplying the fuel.

2.3 DETAILED SPECIFICATION OF REQUIREMENTS

2.3.1 Frequency of Deliveries

Clare County Council would like to have the first delivery to the Clare County Council Machinery Yard, Beechpark, Co. Clare, in December of 2025 with an anticipated frequency of delivery in the region of every 3 to 4 weeks thereafter. Supply shall be to Clare County Council Machinery Yard, Beechpark, Ennis, Co.Clare and potential additional depots for delivery include, but are not limited to: Shannon, Bodyke, Kilrush and Ennistymon.

2.3.2 Compliance with Regulations

It is a condition for that suppliers are fully compliant with all statutory legislation pertaining to their operations including, but not limited to, The European Communities (Carriage of Dangerous Goods by Road and Use of Transportable Pressure Equipment) Regulations 2011 (S.I. No. 349 of 2011), as amended. Referred to as ADR.

The successful tenderer when supplying fuel must also ensure that:

- All delivery staff and personnel have all appropriate training in line with their duties and responsibilities under ADR.
- They only use vehicles/tankers certified annually by the Road Safety Authority (www.rsa.ie) for the transport of dangerous goods.
- Clare County Council staff are contacted in advance to ensure their presence on site. Nominated Clare County Council staff shall permit access and have keys to the tanks and will sign for the deliveries. Contact details for same will be provided on award of contract. This does not exclude any additional statutory requirements that may apply.
- Proof that all vehicle operators hold a current driving licence (copy of driver's licence is acceptable)
- The successful supplier must be able to provide copies of signed delivery notes on request.

2.3.3 Health & Safety

The Supplier must ensure that the On-Road HVO adheres to Regulation (EC) No. 1907 / 2006 as amended. On-Road HVO is classed as Transport Hazard 3 and should be transported and handled according to the standards set out in the Material Safety Sheet available for the product.

2.4 CONTRACT MANAGEMENT

The Contracting Authority required tenderers to nominate a dedicated contract manager who will act as the main point of contact for the duration of the framework. This person shall have the authority to deal with all matters in relation to contracts and be responsible for the satisfactory delivery of the supplies / services required. The duties of the contract manager will include the following:

- Overall responsibility for a good working relationship with the Contracting Authority.
- Provide regular reports on performance as agreed with the Contracting Authority.
- Meet as and when required to review and examine performance.
- Deal with disputes, complaints or concerns that cannot be adequately resolved.
- Proactively discuss with the Contracting Authority ways of improving efficiency regarding service delivery in general and providing suggestions for improvement and cost savings;

NOTE: Tenderers should note that contract management activities will be non-billable.

2.5 ANTICIPATED TIMELINE

The following indicative timeline is envisaged for this procurement:

ISSUE RFT	13 th October 2025
CLOSING DATE FOR QUERIES	12 th November 2025 @13.00
CLOSING DATE FOR RECEIPT OF TENDERS	19 th November 2025 @ 13.00
CLARIFICATION / VERIFICATION MEETINGS (IF ANTICIPATED)	N/A
AWARD DECISION	December 2025
FRAMEWORK AGREEMENT COMMENCEMENT	December 2025

The dates provided above are estimates at the time of publication of the Request for Tender. The Contracting Authority will endeavour to run the process to this timetable, but this cannot be guaranteed.

3 ESTABLISHMENT AND OPERATION OF THE FRAMEWORK

The Contracting Authority proposes to engage in a competitive process for the establishment of a framework agreement. A framework agreement constitutes a means of establishing overall

terms and conditions in accordance with which, for a specified duration, individual contracts may or may not be awarded.

3.1 NUMBERS ADMITTED TO THE FRAMEWORK AGREEMENT

The framework agreement will be established as a single-operator framework agreement with the tenderer selected following the tender stage and the application of the award criteria.

3.2 DURATION OF THE FRAMEWORK AGREEMENT

The framework agreement will be for a period of 12 months from the commencement date. The Council reserves the right to extend the framework for a further 12 months, on 3 occasions. The maximum potential duration of the framework is therefore 4 years.

3.3 ESTIMATED VALUE OF THE FRAMEWORK AGREEMENT

Based upon usage data as a result of a trial period, it is envisaged that the maximum spend over the duration of this framework would be in the region of €450,000 - €550,000 per year.

It is emphasised that this figure is provided strictly for indicative purposes only as there is no guaranteed expenditure under the framework agreement.

3.4 AWARDING CONTRACTS UNDER THE FRAMEWORK AGREEMENT

Orders of On-Road HVO will be placed as required with the framework operator within the constraints laid down in this tender documentation and the framework agreement terms and conditions.

3.5 RIGHT TO TENDER OUTSIDE OF THE FRAMEWORK

The Contracting Authority intends to use the framework for the procurement of requirements falling within its scope during the specified period; however, it reserves the right to go outside the framework for the procurement of any requirement without reference to the Framework Member. Admission to a framework does not guarantee the award of any contract to any economic operator, nor does it give the member[s] the right to be consulted in respect of, or tender for, any contract.

3.6 COMPLIANCE WITH THE TERMS AND CONDITIONS OF THE FRAMEWORK AGREEMENT

Admission to the framework agreement will be conditional upon acceptance of the Terms and Conditions in this RFT and Tender Response document – these two documents , along with any other queries prior to the tender closing date, form the framework agreement. Any reservation regarding these terms should be submitted as a query prior to the closing date for queries for this tender.

3.7 AWARD TO THE RUNNER UP

If for any reason, it is not possible to establish the framework agreement or award the initial contract to the designated successful tenderer emerging from this competitive process; the Contracting Authority reserves the right to establish the framework with the next highest scoring tenderer based on the terms advertised at any time during the tender validity period. This shall be without prejudice to the right of the Contracting Authority to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion. Likewise, if having awarded a contract under the framework, the Framework Member cannot, for whatever reason, deliver the required services to the satisfaction of the Contracting Authority; the Contracting Authority reserves the right to terminate the contract and their membership of the framework and to award the contract and framework membership by mutual agreement to the next highest-ranked tenderer on foot of the original procedure based on the terms advertised, at any time during the framework agreement tender validity period. This shall be without prejudice to the right of the Contracting Authority to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion.

4 SELECTION CRITERIA

The Contracting Authority is using the Open procedure for the award of this framework agreement, therefore, while all interested parties may submit a tender, only those demonstrating that they have the required level of financial and technical capacity will have their tender considered. To demonstrate a tenderers' qualifications, tenderers are required to provide the information set out below in the Tender Response Document (TRD) which is based on a self-declaration model, however tenderers are required to provide the minimum information required.

4.1 USE OF THE EUROPEAN SINGLE PROCUREMENT DOCUMENT

The Contracting Authority employs the European Single Procurement Document (ESPD) as part of its tender documentation and tenderers will need to complete same and submit this with their tender. However, in accordance with Directive 2014/24/EU, tenderers may have already compiled a European Single Procurement Document (ESPD) in a previous competition; this will be accepted in lieu of completing the ESPD again for this competition.

4.2 RELYING ON THE STANDING OF OTHER ENTITIES

Tenderers are reminded that they may rely on the resources of other entities to establish the requirements on condition that they can prove to the satisfaction of the Contracting Authority that they will have these resources at their disposal when necessary. If the tender is from a consortium/joint venture, tenderers must ensure that all the relevant information is provided and where necessary, provide the information requested separately for each party. The consortium must appoint a single point of contact who will assume overall responsibility for delivery, and who is authorised to sign the framework agreement / contract on behalf of all consortia members. The Contracting Authority will not act as an arbitrator between members of consortia.

4.3 GENERAL, DECLARATIONS AND FINANCIAL REQUIREMENTS

Tenderers are required to provide information on the following in the Tender Response Document. The criteria and rules outlined below are assessed on a pass/fail basis. Failure to comply with the requirements will result in the tender being considered inadmissible

GENERAL INFORMATION

Provide contact and general information on the tendering organisation - company name, address and contact details for individual responsible for this tender and company overview **as well as information on sub-contractors and consortium members if applicable. Include Org chart of company and org chart of any sub-contractor(s).**

DECLARATIONS

Complete the Declaration of Bona Fides as per Art. 57 of Directive 2014/24/EU as implemented by Regulation SI 2814 of May 2016 (Irl) and as contained in the Tender Response Document.

Complete the Declaration regarding compliance with relevant statutory obligations as contained in the Tender Response Document. Where tenderers are established and operating outside of the jurisdiction of supply, compliance with equivalent legislation as applicable in the country of establishment / operation is required.

FINANCIAL AND ECONOMIC STANDING

TAX	Confirmation that the Tenderer / all parties associated with the tenderer are fully tax compliant. Please refer to the tax rules contained in the Tender Response Document	
TURNOVER AND FINANCIAL STANDING	(a) Confirmation that the tendering party turnover exceeded €300,000 during each of the last 3 years or pro-rata if more recently established firms are tendering – however the firm must have been in existence for at least 6 months In Addition (b) Confirmation of financial standing ensuring the tendering party has the financial capacity to pay its debts identified on the current statement of assets and liabilities as being the debts as they fall due. Evidence of both statements will be required prior to the award of any contract.	
INSURANCE	Confirmation of the following insurances being in place:	
Insurance Type		Required Value
Employer's Liability		€13 million
Public Liability		€6.5 million
Product Liability		€6.5 million

Environmental Liability Impairment (EIL) (where there is a risk of gradual pollution or contamination)	€6.5 million	
Cyber Insurance	Preferred	

4.4 TECHNICAL REQUIREMENTS

Tenderers are required to provide information on the following in the Tender Response Document. The criteria and rules outlined below are assessed on a pass/fail basis. Failure to comply with the requirements will result in the tender being considered inadmissible.

PREVIOUS CONTRACTS / EXPERIENCE

Tenderers are required to demonstrate that they have successfully delivered supply contracts of a comparable nature and scale on three (3) occasions, at least two of which should be for the supply of On-Road HVO within the last three years. The contracts referenced for consideration should provide comprehensive information to enable the Contracting Authority to determine their comparability to the requirements of this contract.

TECHNICAL CERTIFICATION/ STANDARD

Tenderers are to provide details as to how they comply with the following requirements:

- Conform to EN 15940 Class II standard.
- Conform to EN 590
- Conform to the recast Renewable Energy Directive (RED II) (2009/28/EC) – Present evidence of the source as 100% renewable
- Fuel Certification to ISCC (Internal Sustainability and Carbon Certification) standards – A clear audit trail for feedstocks must be present.

Please provide information which demonstrates the technical certification / standard of the On-Road HVO fuel you will be supplying to Clare County Council as part of this framework.

HEALTH & SAFETY

Tenderers must provide information which demonstrates implementation and operation of health & safety systems and procedures in line with all relevant Safety Health & Welfare at Work legislation. Evidence of compliance will be required as condition of contract award.

QUALITY ASSURANCE

Tenderers must provide information which demonstrates a commitment to quality assurance and provide details of quality assurance policies and systems and whether 3rd party certified.

5 AWARD CRITERIA

Only tenders which meet the Selection Criteria and are confirmed as valid and responsive to the specifications set out in this document will be evaluated against the award criteria. Tenderers should ensure that they have submitted sufficient relevant information to allow their tenders to be assessed under each of the award criteria set out below. The framework will be awarded on the basis of the most economically advantageous compliant tender taking into account the following award criteria and weightings.

CRITERION A	WEIGHTING	MAXIMUM MARKS	MINIMUM MARKS REQUIRED
	60%	600	N/A
TITLE	COST		
DESCRIPTION	Cost ex VAT, PER LITRE, to deliver 13,000 litres of On-Road HVO to the Machinery Yard, Beechpark, Ennis Co.Clare on 10th November 2025. The date and volume quoted is included for the assessment purposes only for this tender, and actual delivery volumes are referenced in Criterion B and Section 2.3. Future deliveries may allow for delivery to potential additional depots including, but not limited to Shannon, Bodyke, Kilrush and Ennistymon and any future locations of supply that may become viable within the boundary of County Clare within the duration of the Framework Agreement. Deliveries within the contract shall be made at the ppl (price per litre) for the relevant delivery week. Tenderers must identify if the price chargeable is that notified at the time of ordering or the price effective on the date of delivery. Please note the volume quoted is included for the assessment purposes only for this tender, and actual delivery volumes are referenced in Criterion B and Section 2.3		

CRITERION B	WEIGHTING	MAXIMUM MARKS	MINIMUM MARKS REQUIRED – 50%
	20%	200	100
TITLE	ORDERING PROCESS AND DELIVERY		
DESCRIPTION	Tenderers must be capable of deliveries at least every 2-3 weeks (or more often) and deliveries shall be in the region of 12,000 – 18,000 litres as required by the contracting authority but could, on occasion be less or more than indicated above. See Section 2.3 for full details. Tenderers must provide details of the ordering process to be used and the cut off days/times for ordering to ensure deliveries are made according to Clare County Council's requirements. Any special communication requirements around placing orders (e.g. confirmation in writing) should be identified.		

CRITERION C	WEIGHTING	MAXIMUM MARKS	MINIMUM MARKS REQUIRED – 50%
	20%	200	100
TITLE	CONTRACT MANAGEMENT AND REPORTING		
DESCRIPTION	The supplier will be required to provide reporting to Clare County Council on volumes and values of On-Road HVO purchased through the contract which will be required for management reporting and SEAI (Sustainable Energy Association Ireland). Such Reporting shall be required on a monthly basis and shall be delivered through an appointed contract manager. Please provide details of the reporting method proposed (50) Provide details of the contract manager who will be assigned to this contract and their experience (50) Delivery Requirements (100): • Orders placed before 1pm should be delivered by end of next working day. • Orders placed after 1pm should be delivered by end of working day 2 days later (i.e. Order at 2pm on Tuesday should be delivered by 4:30pm Thursday) Please confirm that these delivery requirements can be adhered to.		

NOTE 1: Tenderers should ensure in their tenders that they provide detailed information in respect of all aspects of the contract award criteria as stated above. This will enable the awarding authority to assess fully the extent of their offers.

5.1 METHODOLOGY FOR CALCULATING THE COST SCORE

The following formula will be applied to the cost score:

The lowest cost tender that also meets all the minimum requirements of the qualitative award criteria will receive the maximum score achievable under this criterion. The scores of the other valid tenders will be calculated using the following formula:

Lowest Cost from a Bona Fide Tender	A
Cost for the Tender being evaluated	B
Maximum Points available for Cost	600
Formula Employed	$600 \times \frac{A}{B}$

5.2 METHODOLOGY FOR CALCULATING SCORING OF QUALITATIVE CRITERIA

SCORE	MEANING	INTERPRETATION
90 – 100%	OUTSTANDING	A very comprehensive response demonstrating extensive understanding offering full assurance to client – fully supported with no reservations.
80 - 89%	EXCELLENT	An excellent response demonstrating excellent understanding offering assurance to client – strongly supported.
70 – 79%	VERY GOOD	A very good response demonstrating very good understanding offering assurance to client – fully supported.
60 – 69%	GOOD	A good response demonstrating good understanding offering assurance to client – well supported.
50 – 59%	ACCEPTABLE	An acceptable response demonstrating a minimum understanding offering assurance to client – satisfactorily supported.
LESS THAN 50% IS UNACCEPTABLE		

Marks in the score ranges outlined above can be awarded where responses so merit additional marks.

5.3 CLARIFICATION / VERIFICATION MEETINGS

Award of contract/membership of the framework agreement may be subject to attendance at a clarification and verification meeting. It would be essential that the key personnel assigned to this contract should be available and present at this meeting. If required, tenderers will be notified of the date, time, agenda and format for such meetings as soon as possible.

A visit to the tenderer's premises may be required to clarify any questions or queries regarding the tender offer.

Tenderers should note that the Contracting Authority reserves the right to confirm that the financial and technical capacity of the tenderer is valid and unchanged prior to the award of any contract.

5.4 CLARIFICATION OF ABNORMALLY LOW TENDERS

If the Contracting Authority considers the tender submission to be commercially unsustainable or otherwise problematic in light of the tendered price or any other financial matter (including proposed indicative hours), the tenderer shall be invited to provide clarification to the Contracting Authority in respect of all elements of the tender submission that the Contracting Authority deems relevant. Any failure to satisfactorily comply with such a request, or to satisfactorily address the Contracting Authority's concerns, may, at the discretion of the Contracting Authority, result in the elimination of the tender in question on the basis of it being considered abnormally low.

6 INSTRUCTIONS FOR TENDERERS

6.1 SUBMISSION OF TENDERS

The Contracting Authority is using the Tender Postbox facility and tenders must be submitted electronically via the eTenders postbox facility on www.etenders.gov.ie only. Only Tenders submitted to the electronic postbox will be accepted. Tenders submitted by any other means (including but not limited to by email, fax, post, or hand delivery) will **not** be accepted.

Tenderers are required to complete the ESPD form and upload it with their tender submission.

Tenderers must ensure that they give themselves sufficient time to upload and submit all required tender documentation before the Tender Deadline. Tenderers should consider the fact that upload speeds vary.

Tenderers not familiar with uploading on eTenders should ensure they familiarise themselves with the process prior to the submission deadline.

6.2 CLOSING DATE FOR TENDERS

The closing date for tender submission is specified on the title page.

It is the responsibility of the tenderer to ensure that their tender is complete and is uploaded/submitted by the designated deadline.

6.3 CLOSING DATE FOR QUERIES

The closing date for submitting queries is specified on the title page.

All queries regarding this tender should be through the Questions and Answers facility on www.etenders.gov.ie, including any omissions which would prevent tenderers from submitting a comprehensive tender. Please submit queries as soon as possible.

In circulating responses, queries will be edited to avoid disclosing the identity of the querist and will be circulated to all parties who have expressed an interest in the procurement on the eTenders website.

6.4 EXTENSION OF TENDER PERIOD

The Contracting Authority reserves the right, at its sole discretion, to extend the closing date for receipt of tenders by giving notice in writing (by post or electronic means) to all parties who have expressed an interest in the notice via eTenders no later than six days before the original closing date.

Tenderers will be responsible for any costs incurred by them in the event that they are required to attend clarification or other meetings or make a presentation of their proposals.

6.5 TENDER VALIDITY PERIOD

To allow sufficient time for Tender assessment a Tender Validity period of **6 months** is required, as stated on the cover page of this document. This period commences on the closing date by which the Tenders are to be returned.

6.6 AMENDMENT OF TENDER DOCUMENTATION

A pdf version of the tender has been made available on eTenders. This document will be considered as the primary source document in this procurement process, word versions of documents where they are provided are being made available to assist tenderers in responding to the tender competition. Where there is a discrepancy between a pdf version and a word version, the pdf version will take precedence. Tenderers are requested to notify the Contracting Authority immediately of any anomaly. Where applicable the Contracting Authority will issue amended versions.

Tenderers are prohibited from amending any text or content of forms or declarations or templates provided as part of this tender competition in their tender responses. Where amendments have been identified, the Contracting Authority may at its discretion eliminate the tenderer from further consideration.

6.7 FORMATTING OF TENDERS

Tenderers must ensure they use the Tender Response Document (TRD) when preparing their submission.

Tenderers are prohibited from amending any text or content of forms or declarations or templates provided as part of this tender competition in their tender responses. Where amendments have been identified, the Contracting Authority may at its discretion eliminate the tenderer from further consideration. Likewise, failure to use the template documentation provided particularly in relation to costing / pricing may result in tenders being eliminated.

6.8 COLLUSIVE TENDERING

If any Tendering Party is found to have, at any time, offered to give or to have agreed to offer or give to any person, any bribe, gift, gratuity, commission or consideration of any kind as an inducement or reward for taking or forbearing to take any action in relation to the obtaining of its Tenders, or for showing or forbearing to show any favour or disfavour to any person in relation to its Tenders, the bid submitted by such Tendering Party shall be automatically disqualified and the circumstances surrounding such action shall be referred to the appropriate authority.

6.9 CONFIDENTIALITY

After the official opening of Tenders, information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations will not be disclosed to tenderers or other persons not officially concerned with such process until the award decision with the successful Tenderer has been announced and in conformity with national laws.

Tenderers shall treat the details of all documents supplied to them in connection with this contract as private and confidential and shall not disclose the contents to a third party without the permission of the Contracting Authority.

Any effort by the Tenderer to influence the Contracting Authority or their staff in the process of examination, clarification, evaluation, and comparison of Tenders and in decisions concerning the award of the contract may result in the rejection of that Tender.

6.10 CLARIFICATION OF TENDERS

The Contracting Authority is entitled, but not obliged, to seek clarification of tenders, including pricing breakdowns in the course of the evaluation process. No change in the price or substance of the Tender shall be sought, offered, or permitted. To assist in finalising the tender evaluation, selected tenderers may be invited to attend clarification meetings with the Contracting Authority.

6.11 CORRECTION OF ERRORS

Detailed pricing of all tenders will be examined for errors that might alter the tender pricing as determined from the figures on the tender form or as between the hard copy and electronic versions of the tender (if applicable). In general, the following approach will be applied to manifest errors - where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern.

The amount stated in the tender form will be adjusted by the Contracting Authority in accordance with the above procedure and, with the agreement of the tenderer, shall be considered as binding upon the tenderer. Without prejudice to the above, a tenderer not accepting the correction of their tender as outlined may have their tender rejected.

Where the Total Quote function has been activated on eTenders and a discrepancy arises between the amount in the Total Quote box and the tender submission, the amount in the tender submission shall take precedence.

Once the tender submission deadline has expired, no new information can be introduced. This includes cost elements.

6.12 CHANGE IN THE COMPOSITION OF A TENDER

Where a change in composition of a tenderer arises, this must be notified in writing to the Contracting Authority and formally approved by them.

The Contracting Authority reserves the right, but is not obliged, to disqualify any Tenderer that makes any change to its composition after submission of a Tender.

6.13 INTERFERENCE AND INDUCEMENT TO PURCHASE

Any effort by the tenderer to unduly influence the Contracting Authority, relevant agency personnel or any other relevant persons or bodies in the process of examination, clarification, evaluation, and comparison of tenders and in decisions concerning the Award of Contract shall have their tender rejected. The presumptions (including as to any gift, consideration, or

advantage) and other provisions under the Criminal Justice Act 2018, and all other measures for the time being governing the subject-matter in any applicable jurisdiction, shall be applicable.

6.14 CONFLICT OF INTEREST

Any conflict of interest involving a tenderer (or tenderers in the event of a consortium bid) must be fully disclosed to the Contracting Authority. Any registrable interest involving the tenderer and the Contracting Authority or employees of the Contracting Authority, or their relatives must be fully disclosed in the tender submission or should be communicated to the Contracting Authority immediately upon such information becoming known to the tenderer, in the event of this information only coming to their notice after the submission of a bid and prior to the award of the contract. Failure to disclose a conflict of interest may disqualify a tenderer or invalidate an award of contract, depending on when the conflict of interest comes to light.

6.15 PUBLICITY

Tenderers shall not undertake (or permit to be undertaken) at any time, whether at this stage or after the award of the contract, any publicity activity with any section of the media in relation to this tender/agreement other than with the prior written consent of the Contracting Authority. Such consent shall extend to the content of any publicity. For the purposes of this paragraph, the word “media” includes (but is not limited to) radio, television, newspapers, trade and specialist press, the Internet and email, accessible by the public at large and the representatives of such media.

The Contracting Authority will have the right to publicise or otherwise disclose to any third-party information regarding this process and the agreement.

6.16 RIGHT NOT TO AWARD

The Contracting Authority does not bind itself to accept the most economically advantageous tender or any tender. It also reserves the right to accept or reject in whole or in part any or all tenders received, and, in particular, to source the requirement with more than one service provider.

The invitation to tender is issued in good faith; however, the Contracting Authority at its sole discretion shall not be obliged to award a contract or proceed to further stages in the procurement process and reserves the right to cancel the procurement process.

6.17 NOTIFICATION OF TENDER EVALUATIONS

All information regarding the evaluation process or potential outcomes shall remain confidential until after the conclusion of the tender process.

All tenderers will be informed of the outcome of their tenders following tender evaluation and any necessary clarifications.

Potential outcomes can be:

- Establishment of the Framework/Award of Contract
- Letter of Regret
- Decision not to proceed with the establishment of the Framework

The following information will be provided in the Letter of Regret – name of successful tenderer designates (i.e. the names of all those successful in being admitted to the framework agreement); the applicable standstill period (for EU tenders only); scores of the tenderer being notified and that of the lowest scoring tenderer admitted to the framework agreement; the reasons for

rejection of a tender and the features and characteristics of the lowest scoring tenderer where they scored higher marks under specific criteria.

In the case of EU tenders only, the Contracting Authority will undertake not to award the contract for a period of at least 14 (or whatever period is stated in the notification letters) days from the date of notification of unsuccessful tenderers ('standstill period').

6.18 AWARD NOTICES

Following the conclusion of the framework, an award notice will be dispatched to the eTenders announcing the results of the competition.

In the case of EU tenders only, it should be noted that it is standard practice for the Contracting Authority to include the price of the winning tender or the range of prices of tenders received in the publication of the award notice as required under European procurement rules.

6.19 POLICY ON PERSONAL DEBRIEFINGS

Based on the provision of the information to unsuccessful tenderers as outlined above and due to resourcing constraints, the Contracting Authority will not be offering individual debriefing meetings to unsuccessful bidders.

6.20 COPYRIGHT

The Contracting Authority will have copyright ownership of any material developed for use by the Contracting Authority under the terms of this tender. The service provider may have a non-exclusive license to use such material but only for its own purposes (to be agreed with the successful tenderer).

6.21 BRAND NAMES, etc.

Please note in relation to this tender document; where reference is made to a particular make, source, process, trademark, type, or patent, that this is not to be regarded as a de facto requirement. In all such cases it should be understood that the reference in question is accompanied by the words "or equivalent".

6.22 ENVIRONMENTAL ASPECTS

The Contracting Authority is committed to the principles of environmental management in its activities, and it encourages the implementation of sustainability principles in its procurement practices. Tenderers/contractors should make all reasonable efforts to minimise adverse environmental impact in the methods of services delivery and in materials used.

6.23 KNOWLEDGE AND SKILLS TRANSFER

It will be a condition of the contract that opportunities for the transfer of skills and/or knowledge from the Tender/Tender's staff to the Contracting Authority staff will be availed of during the course of the contract or prior to the handing over of the finished work/product.

6.24 CURRENCY AND PAYMENTS

The currency and invoices in which all prices and rates shall be tendered, and which payments under the contract will be paid, shall be euro (€).

All prices and rates quoted should be on the basis of both VAT exclusive and VAT inclusive costs, clearly identifying the applicable rate of VAT.

A schedule of payments will be agreed with the successful tenderer and invoices shall be submitted in accordance with the terms agreed with the Contracting Authority.

6.25 IRISH LEGISLATION AND LAW

Tenderers should be aware that national legislation applies in other matters such as Employment, Working Hours, Official Secrets, Data Protection and Health and Safety. Tenderers must have regard to statutory terms relating to minimum pay and to legally binding industrial or sectoral agreements in the Contracting Authority tenders and in delivering contracts awarded to them. The contract(s) awarded on foot of this tender process will be governed by Irish law.

6.26 DIGNITY AT WORK

The successful tenderer(s) shall comply with all relevant legislation relating to dignity at work. As a public body and employer, the Contracting Authority is committed to a policy of equality of opportunity for all personnel.

6.27 ANTI-COMPETITIVE CONDUCT

Tenderers should take notice of the Competition Act 2002 (as amended, the “2002 Act”), which makes it a criminal offence for tenderers to collude on prices or any other aspects relating to this procurement competition.

6.28 ACCESSIBILITY

In line with the Disability Act 2005, accessibility requirements should be clearly stated in request for tenders / quotations where applicable. Under Section 27 of the Act the Contracting Authority is required to ensure that both the goods supplied, and services provided to it are accessible to persons with disabilities.

6.29 WITHHOLDING TAX

Where applicable, payments shall be subject to Irish ‘Professional Services Withholding Tax’ at the prevailing rate (currently at 20%) as laid down by the Revenue Commissioners in Ireland. Non-residents may be able to reclaim such deducted Tax from the Office of the Revenue Commissioners in Ireland, International Claims Section located currently at Government Buildings, Nenagh, Co. Tipperary, Ireland (Tel: +353 (0) 67 63400).

6.30 FREEDOM OF INFORMATION

All responses to this Request for Tender will be treated in confidence and no information contained therein will be communicated to any third party without the written permission of the

tenderer except insofar as is specifically required for the consideration and evaluation of the response or as may be required under law, including the Freedom of Information Act 2014, EU and Irish Government Procurement Procedures, or in response to questions, debates or other parliamentary procedures in or of the Oireachtas (the Irish Parliament).

Tenderers are asked to consider if any of the information supplied by them in response to this request for tenders should not be disclosed because of its sensitivity. However, any blanket or all-encompassing request for exemption from disclosure is not acceptable; tenderers must identify explicitly any such information and give relevant reasons for considering it to be economically sensitive or confidential in nature. If this is the case, tenderers should specify the information that is sensitive and the reasons for its sensitivity. The Contracting Authority cannot guarantee that any information provided by tenderers, either in response to this tender or in the course of any contract awarded as a result thereof, will not be released pursuant to the Contracting Authority's obligations under law, including the Freedom of Information Act 2014, or to those under EU and Irish Government Procurement rules. The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released, or in respect of any consequential damage suffered as a result of such disclosure.

6.31 LATE PAYMENT

The Contracting Authority operates in accordance with EU Directive 2011/7/EU on combating Late Payment in commercial Transactions transposed into national legislation as S.I. 580 of 2012 and amended by S.I. No. 281 of 2016.

6.32 DATA PROTECTION

"Data Protection Laws" means all applicable national and EU data protection laws, regulations and guidelines including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "General Data Protection Regulation"), the Data Protection Act, 2018 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.

The Contracting Authority will be a Controller (where 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 Request for Tender.

The Tenderer, as Controller in respect of any Personal Data provided by it in its Tender, is required to confirm by way of statement in the "Declarations" section of the accompanying Tender Response Document that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) whose Personal Data is provided by the Tenderer have consented to the processing of such Personal Data by the Tenderer, the Contracting Authority, the Evaluation Team and the supplier of the eTenders website, for the purposes of the participation of the Tenderer in this Competition or that the Tenderer otherwise has a legal basis for providing such Personal Data to the Contracting Authority for the purposes of its participation in this Competition.

6.33 CHANGES IN LEGISLATION

As a condition of award, it shall be the sole responsibility of the tenderer (in the event of success in this competition) to fulfil the obligations under the Contract, notwithstanding any changes in

circulars, laws, regulations, taxation, duties, or other factors which might arise following the withdrawal of the United Kingdom from membership of the EU.

6.34 INITIAL DELIVERY LOCATION



Google Images of The Machinery Yard, Clare County Council, Beechpark, Ennis, Co.Clare V95E177