



Tionscadal Éireann
Project Ireland
2040

LIMERICK CITY & COUNTY COUNCIL MULTIPARTY FRAMEWORK AGREEMENT



Comhairle Cathrach
& Contae **Luimnigh**

Limerick City
& County Council

CIVIL WORKS FRAMEWORK No.2

INSTRUCTIONS TO TENDERERS

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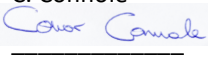
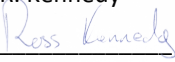
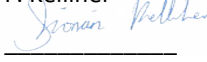
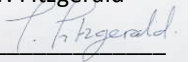
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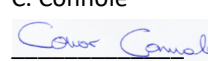
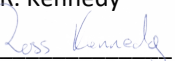
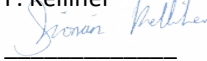
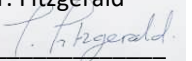
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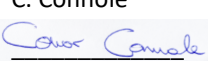
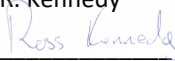
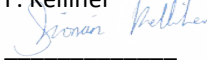


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0. PREFACE

The Contracting Authority is making these documents available to those expressing an interest in tendering for the Multiparty Framework Agreement identified in the Particulars, for tendering purposes only. These documents must not be used for any other purpose.

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

The Contracting Authority 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, with or without procuring the Works in another way. If this happens, neither the Contracting Authority nor its officers, employees, or advisers will be liable to any Tenderer or other person. The Contracting Authority also reserves the right to change any part of these documents, including the procedures and time limits described in them. The Contracting Authority does not bind itself to accept any outcome of the process described in these documents and is not obliged to enter into a contract for the Framework Agreement with anyone.

Neither the Contracting Authority nor its officers, employees, or advisers have any responsibility for Applicants' expenses or losses in connection with this competition. There will be no contract between any Tenderer and the Contracting Authority concerning the subject of these documents (except for the Tenderer's irrevocable offer to be bound by its Tender for the period stated) unless and until the Contract has been entered by issue of a Letter of Acceptance. These Instructions to Tenderers will not be part of any Framework Agreement Contract.

These documents are being made available on the terms stated in these Instructions to Tenderers. 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. Recipients must inform themselves of and observe all laws concerning the possession and use of these documents.

Recipients of these Instructions to Tenderers must treat these documents, their Tenders, and their participation in this competition as confidential. They must not disclose any information about this competition to anyone other than as required for tendering purposes, or as required by law.

The Contracting Authority is entitled to disclose information about this competition, including the identity of those expressing interest, to any person. If a Tenderer considers that information in its Tender is commercially sensitive or confidential, this should be clearly stated, and clear and substantive reasons should be given. The Contracting Authority will have regard to such a statement in considering a request for access to the information under the Freedom of Information Acts 1997 to 2014 but is not bound by the Tenderer's view.

If a Tenderer, or its personnel involved in this competition, or its management, or its proposed consultants or subcontractors, have or have had any other interest in or involvement in relation to the Works (including any involvement with the Contracting Authority or any involvement with another Tenderer's Tender), the Tenderer must disclose this to the Contracting Authority as soon as it becomes apparent to the Tenderer. The Contracting Authority will decide on the appropriate course of action.

It will be a condition of the award of the Contract that the successful Tenderer shall, for the term of the contract, comply with all applicable EU and domestic tax laws. Prior to the award of the Contract arising out of this competition the successful Tenderer shall be required to supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by the Contracting Authority. By supplying these numbers, the successful Tenderer acknowledges and agrees that the Contracting Authority has the permission of the successful Tenderer to verify its tax cleared position online.

Applicants may obtain information regarding their obligations concerning

- taxation from the Revenue Commissioners (www.revenue.ie)
- environmental protection from the Environmental Protection Agency (www.epa.ie)
- employment protection and working conditions from the National Employment Rights Authority (www.employmentrights.ie)

Irish law is applicable to these Instructions and the Irish courts shall have exclusive jurisdiction in relation to any disputes arising from or in connection with these documents.

The Applicant's attention is drawn to the Competition Act 2002 - 2019 (as may be amended from time to time) which makes it a criminal offence to collude on prices or terms in a public procurement competition. Applicants must not make any assumptions that the Contracting Authority has prior knowledge of their organisation or service provision. Tenderers will only be evaluated on the information contained in their Tender (as may be clarified in accordance with these Instructions).

1. INTRODUCTION

1.1 This Procedure

Limerick City and County Council, acting as a purchasing body is setting up a multi-supplier Framework Agreement ("the Framework Agreement") for the provision of Civil Works in relation to the Foynes to Limerick Road (including Adare Bypass) project. All works planned under this framework will be undertaken between the Adare Junction (currently under construction) and the existing N21/M20 junction at Attyflin.

The successful tenderers will subsequently enter into a Framework Agreement with the "Contracting Authority" (as "Employer").

The Framework will allow for up to five framework contractors ("Participants") (provided sufficient tenderers qualify) to qualify for a place on the Framework. The Contracting Authority has sent a contract notice to eTenders. Applicants are directed to the call-off rules contained in the Framework Agreement for further information in this regard.

When the Contracting Authority decides to procure work under the Framework Agreement, the Contracting Authority will do so by way of awarding contract(s) ("the Civil Works Contracts") to a framework Participant following a mini-competition carried out as per the 'call-off by competition' procedure indicated in the Framework Agreement. Any contracts for the individual mini competitions shall be on the basis of the CWMF Standard conditions PW-CF3 and PW-CF5 Public Works Contracts in the version current at the date of call-off and shall be between the Contracting Authority and the Framework Participant who has been selected for the Contract in accordance with the rules of the Framework Agreement.

As stated, it is the intention that Limerick City and County Council will procure mini-competitions (calls-offs) from the Framework. Detailed technical requirements will be set out as part of each mini competition for each of the individual Civil Works Contracts.

The award process for mini-competitions tendered under the Framework Agreement by the Contracting Authority will be conducted in accordance with the rules and any procedures stated in the invitation to tender for the mini-competitions.

Such procedures included in the instructions for tendering for mini competitions will include a requirement that the rates used are no higher than those provided by tenderers in their response to this tender for the Framework Agreement. The Framework Agreement has an anticipated duration of 4 years. The indicative target timetable is that the Framework may be awarded in Q4 2025.

The estimated total value of works pursuant to the Framework Agreement is in the region of €30 Million (excl. VAT) over the lifetime of the Agreement. It is anticipated that the individual call off Contracts may range in value from €1 million to €15 million (excl. VAT). It is emphasised, however, that these figures are provided strictly for indicative purposes only as there is no guaranteed expenditure under the Framework Agreement.

The first Call Off Contract is expected to comprise the construction of a 1.4km road embankment, with typical average heights of 8 to 10 metres. This offline embankment will be located in the townland of Kilgobbin, extending from the new Adare Junction and the existing N21 single carriageway.

1.2 These Documents

The documents being made available to those Applicants expressing interest are:

Documents (when fully completed by the relevant parties) to be included in the Framework Agreement

- Framework Agreement for Construction Works
- Technical Specification
- The Pricing Document

Also included in the Framework Agreement but not part of the documentation being made available to Applicants at the start of the tendering period is the Letter of Acceptance or Tender Acceptance.

Furthermore, any post tender clarifications that are part of the Framework Agreement will be included in the letter of Acceptance or attached to the Tender Acceptance.

Documents not to be included in the Framework Agreement

- the invitation letter
- Suitability Questionnaires
- Regulation 57 Declaration
- LCCC H&S Competency Questionnaires (F069)
- these instructions other than Annex II Appendix 2 (if required to be submitted with tender)
- the information referred to in Appendix 2 to these Instructions (Additional Information with Tender)
- any other information issued to those expressing interest not stated to amend the Framework Agreement Contract documents.
- the information referred to in Appendix 3 to these Instructions

Further information may be issued as described in these Instructions.

1.3 The Contract

If the “Contracting Authority” (as “Employer”) enters a Framework Agreement, it will do so by issuing a Letter of Acceptance or Tender Acceptance. The Participant and the Contracting Authority will subsequently execute an Agreement. The Framework Agreement Contract, if formed, will consist of:

- Framework Agreement for Construction Work
- the Letter of Acceptance or Tender Acceptance issued by the Contracting Authority and any post-tender clarifications listed in the letter or attached to the Tender Acceptance (if required)
- Technical Specification
- the Pricing Document
- Parent Company Guarantee (Annex II to Appendix 2 of these Instructions)
- Where required, collateral warranties from Specialists.

None of the following will form part of any Framework Agreement:

- the invitation letter
- these Instructions
- Suitability Questionnaire(s)
- Regulation 57 Declaration
- LCCC H&S Competency Questionnaires (F069)
- any other information issued to Applicants not stated to amend the Framework Agreement documents
- any other information submitted with Tenders and not called for in these Instructions.
- the information referred to in Appendix 3 to these Instructions

1.4 Performance Bond

A Performance Bond may be required at Mini-Competitions/Call-Off stage for contracts to be let under this Framework and tenderers will be informed of the requirement to provide a Performance Bond in the mini-competition tender documents.

1.5 Data Protection

The completion of a Data Protection Processor Agreement and Data Protection Processor Questionnaire may be required at Mini-Competitions/Call-Off stage for contracts to be let under this Framework, should personal information have to be shared (e.g. Landowner Contact details). Tenderers will be informed of the requirement to complete the processor agreement and processor questionnaire in the mini-competition tender documents.

2. COMMUNICATIONS

2.1 Contact

All communications with the Contracting Authority concerning this competition must be via the eTenders website, and with the Contracting Authority's contact person identified in the Particulars (as may be amended by supplemental information – see Section 2.2 below).

2.2 Supplemental Information

The Contracting Authority may issue supplemental information about this competition on the eTenders website. Supplemental information may amend any of the information in these documents, including by deleting and adding to it, and by extending time limits. Supplemental information will become part of the Framework Agreement only if it is stated to amend the Framework Agreement documents.

The Contracting Authority will not normally issue supplemental information later than the date stated in the Particulars.

2.3 Queries

All queries or requests for clarification relating to any aspect of this public procurement competition should be directed through the tender queries facility on www.etenders.gov.ie website. Queries must be raised as soon as possible and should be raised in any event no later than when stated in the Particulars. The Contracting Authority has no obligation to respond to queries although the Contracting Authority may at its discretion respond to queries raised after that date. If the Contracting Authority responds to a query, it will issue the response on the eTenders website, unless the query has been clearly designated as confidential. If the query has been designated as confidential, and the Contracting Authority decides that the response should be published on the eTenders website, the Contracting Authority will so notify the person raising the query, who will have the option of withdrawing the query or having the response sent to all Applicants.

However, the Contracting Authority may under section 2.2 still issue any information it considers appropriate on the eTenders website following withdrawal of the query.

Responses to queries will not be part of the Framework Agreement, unless they state that they are amending the Framework Agreement documents.

If a person intending to submit a Tender becomes aware of any ambiguity, discrepancy, error, or omission in or between these documents, it must immediately notify the Contracting Authority, even after the time for submitting queries has expired.

3. TENDERERS

3.1 Name

Each Tenderer must provide their full correct legal name in the tender submission. Those signing shall be authorised to sign on behalf of the tenderer.

3.2 Parent Company

If a Tenderer has relied on the capacity or qualifications of a parent company in a Suitability Questionnaire, the Tenderer must include with the Tender an undertaking of the parent company to give that guarantee, as set out in Annex II Appendix 2 to these Instructions.

3.3 Joint Ventures

If a Tenderer is one or more human or legal persons (such as a partnership, joint venture or consortium), each of them must provide an ESPD (where required). Where the role of Health and Safety Supervisor is to be provided the party providing that skill for the Tenderer must be an individual or a company (i.e. a body corporate) that constitutes an acceptable entity.

3.4 Mandatory Exclusion

A Tenderer shall be excluded if, to the Contracting Authority's knowledge at the time of the award decision, it has been convicted of an offense involving

- Participation in a proscribed criminal organisation or
- Corruption or
- Fraud or
- Money laundering.

3.5 Discretionary Exclusion

A Tenderer may be excluded if, at the time of the award decision, it

- is subject to a bankruptcy or insolvency procedure or process of a kind specified in Regulation 53, paragraph (5) of the European Communities (Award of Public Authorities' Contracts) Regulations 2006 or
- has been found guilty of professional misconduct by a competent authority that is authorised by law to hear and determine allegations of professional misconduct against persons that include the Tenderer or
- has committed grave professional misconduct provable by means that the Contracting Authority can demonstrate or
- has not fulfilled an obligation to pay a social security contribution as required by a law of Ireland or the country or territory where the Tenderer ordinarily resides or carries on business or
- has not fulfilled an obligation to pay a tax or levy imposed by or under a law of Ireland or the country or territory where the Tenderer ordinarily resides or carries on business or
- has provided a statement or information to the Contracting Authority knowing it to be false or misleading, or has failed to provide to the Contracting Authority or another such authority a statement or information that is reasonably required by the Contracting Authority or other authority for the purpose of awarding the public contract concerned.

4. REQUIREMENTS FOR TENDERS

4.1 Delivery

Tenders must be submitted through the eTenders – Tender Submission Box, at or before the latest time stated in the Particulars (or a later date and time advised by the Contracting Authority to Applicants) in the manner described in the Particulars. Time is taken as standard time according to the Standard Time Act 1968 as amended by the Standard Time (Amendment) Act 1971 and any subsequent amendment or re-enactment thereof.

The completed tender documents should be sent in the manner described in the Particulars.

Tenderers must ensure that they give themselves sufficient time to upload and submit all required documentation before the submission deadline has passed. Tenderers should take into account the fact that upload speeds vary. As set out above, in order to submit a document to the electronic post-box, please note that you must click “Submit Response”. After submitting, you can still modify and re-send your response up until the deadline for the receipt of tenders.

All submissions submitted in soft copy must be compiled such that they can be read immediately using Microsoft Office or PDF reader. The Contracting Authority is not responsible for corruption in electronic documents. Tenderers must ensure electronic documents are not corrupt.

Other than in exceptional circumstances (as determined by the Contracting Authority), consideration will not be given to any tender not received prior to the deadline for submission as stated in the Particulars.

4.2 Tender Documents

Attached to these Instructions are the documents listed in the Particulars under Tender Documents. Documents listed in the Particulars as Documents to be included in the Framework Agreement or any amendment to them which have been made available to Applicants will form part of the Contract.

These will include but not limited to:

- the Framework Agreement for Construction
- the Letter of Acceptance or Tender Acceptance issued by the Contracting Authority and any post-tender clarifications listed in the letter or attached to the Tender Acceptance (if required)
- Technical Specification
- the Pricing Document
- Form of Collateral Warranty from Specialists (where required) fully completed.
- Parent Company Guarantee to be submitted with tender (where required).

All other documents, including Documents for information purposes only made available to Applicants will not form part of the Framework Agreement such as:

- the invitation letter and these Instructions
- any other information issued to Tenderer not stated to amend the Framework Agreement documents
- additional information to be submitted with Tenders, as specified in Appendix 2 to these Instructions.
- any other information submitted with Tenders and not called for in these Instructions or in post tender clarifications.

Documents as listed in the Suitability Assessment Questionnaires:

- Tenderers Personal Situation
- Professional or Trade Register
- Evidence of Financial and Economic Standing
- Evidence of turnover
- Balance sheets or extracts from a balance sheet
- Professional Indemnity insurance
- Public Liability Insurance
- Employer Liability Insurance

Technical Capability (to include for the Health and Safety Competence of the Contractor)

- Educational and Professional Qualifications for each member of the project team (managerial and personnel)
- List works carried out over the past 7 years. Over 5 years for the role of PSCS
- List technicians or technical bodies involved especially those responsible for quality control and those whom the contractor can call on in order to carry out work (to include for INAB and UKAS accreditation certificates for nominated laboratories)
- A statement of average annual numbers of persons employed by the contractor and those in a managerial position over the past 3 years
- A statement of the technical equipment available.

Other documents

- Regulation 57 Declaration
- F069 H&S Competence Questionnaire (PSCS + Contractor)

4.3 No of Tenders per Tenderer

One copy is required only and shall be submitted electronically via eTenders.

4.4 Copies

One copy is required only and shall be submitted electronically via eTenders.

4.5 Format

Tenders will consist of:

- File A: Completed Suitability Questionnaires and associated Appendices.
- File B: Completed Pricing Document

File A and File B are to be submitted in two separate zip folders on eTenders, i.e. one zip folder for File A and a separate zip folder for File B.

Tenders must be as described in the Particulars.

The origins of the Pricing Document must be returned completed in ink

If any other documents have been amended by supplemental information, Tenderers must use the most recently issued versions. If replacement pages are issued as supplemental information, Tenderers must insert the most recently issued pages in place of the replaced pages.

Applicants must not make any amendments or alterations to the tender documents. Any such amendments/alterations may result in the Tenderer's Tender being rejected.

4.6 Language

Tenders and all information included with them must be in the language stated in the Particulars. Any original document in another language must include an accurate translation into the language stated in the Particulars. Queries and other communications must be in the same language.

4.7 Qualification

Tenders must not be qualified. They must not be accompanied by a cover letter or any other information not specified in these documents.

4.8 Pricing

The award criterion is the lowest price tendered by a Tenderer meeting the qualification criteria in the Suitability Questionnaire(s). The five (5) Tenderers submitting the five (5) lowest prices, and meeting the minimum qualification criteria, will be considered for inclusion in the Framework.

The Framework will allow for up to five (5) framework contractors ("Participants") (provided sufficient tenderers qualify) to qualify for a place on the Framework.

There are two (2) purposes for the Pricing Document which are as follows:

1. The first purpose of the Pricing Document is to identify a "Price" for the total of the work (Items) set out in Part 3, Bill of Quantities of the Pricing Document. The amount inserted against the "Tender Sum" in the General Summary of the Bill of Quantities will be deemed to be the "Price" for assessment purposes. The five (5) lowest prices will be considered for inclusion in the Framework.
2. The second purpose of the Pricing Document is to obtain rates from the Tenderers who submitted the five (5) lowest prices for inclusion in the Framework Agreement as maximum rates.

It is the intention that up to five Participants will be included in the Framework Agreement. In the event that there is a tie for 5th place then all candidates tied for fifth place will qualify for a place on the Framework. A quality assessment will not be carried out to assess the Framework candidates apart from checking that they comply with the specified minimum criteria set out in the Suitability Questionnaire(s).

Any rates tendered by Participants in the subsequent mini-competition tenders must be no higher than those set out in the completed Pricing Document for this Framework and any fixed fee required to be built up from rates is built up from rates no higher than those set out in the Pricing Document for the duration of ("the Framework Period").

Unless otherwise stated, all sums given in Tenders must be in euro, to two decimal places.

Tenderers must not insert additional items in the Pricing Document, except where permitted to do so by the Pricing Document or make any alterations to the Pricing Document.

Amounts must be included wherever required and in the Pricing Document. Blank spaces, the terms 'nil' or 'included', or dashes or the like must not be used. Where zero is a permitted entry, it must be stated as '0.00'.

Tenderers must not use abnormally high or low rates or prices. This prohibition includes using strategies that might allow the Tenderer to benefit disproportionately from clauses 10.6.4 or 10.7 of the conditions PW- CF3 and PW-CF5 Public Works Contracts or, if it would be a compensation event under the contract, a difference between the Contract value of the Works according to the quantities and descriptions in the Bill of Quantities and the Contract value of the Works described in the Works Requirements.

Each amount in the Pricing Document must cover the full inclusive value (excluding value-added tax) of the relevant work.

All items and quantities in any Pricing Document must be priced. Tenderers must not use negative rates or prices, or omit rates, or use zero rates, in any Pricing Document.

If any tender does not comply with this section 4.8 the Contracting Authority may proceed according to sections 6 or 7.

4.9 Value Added Tax

The amounts stated in the Pricing Document exclude value-added tax, unless otherwise stated in these Instructions or the Pricing Document.

If the Pricing Document includes a schedule of items that are not construction operations subject to Relevant Contracts Tax (and therefore to reverse-charge VAT) and, in the Contracting Authority's opinion, the categorisation of an item, the VAT rate stated, or the value stated is not correct, the Contracting Authority may invoke section 7.2.

4.10 Project Supervisor

The Contractor or its nominee as designated in its relevant Suitability Assessment Questionnaire will be appointed as project supervisor for the construction stage (PSCS) under the Safety, Health and Welfare at Work (Construction) Regulations 2013 and 2019 (as amended) unless otherwise stated in these documents. If the Tenderer designates a nominee for appointment as project supervisor for the construction stage in its relevant Suitability Assessment Questionnaire, the Contractor's Proposals must name that nominee.

5. NUMBER OF TENDERS, MANDATORY OPTIONS AND VARIANTS

5.1 Terminology

An option is a Tender required under section 5.2 below.

A variant tender is a Tender complying with section 5.3 below and identified as a variant tender.

A standard tender is a Tender that is not a variant tender.

5.2 Mandatory Options

If the Particulars state that any mandatory options are required, the Tenderer must submit a separate Tender for each option stated in the Particulars

5.3 Variant Tenders

Unless otherwise stated in the Particulars, variant tenders are not permitted.

If the Particulars state that any variant tenders are permitted, a variant tender must comply with these minimum requirements set out in the Particulars.

If so stated in the Particulars, variant tenders may be submitted only by a Tenderer who also submits a standard tender.

If not so stated, variant tenders may be submitted without submitting a standard tender.

5.4 Number of Tenders and Marking

The maximum number of Tenders that a Tenderer may submit is stated in the Particulars. If more than one Tender per Tenderer is permitted, each Tender must be submitted separately and must, except as otherwise permitted or required by this section 5, be complete, without referring to the contents of any other Tender. Each Tender must have a unique identifier, which must be stated on each envelope or box containing the parts of the Tender. The identifier must state whether the Tender is standard, a mandatory option, or a variant tender, and, if there are options, must identify the option.

6. NON-COMPLIANT TENDERS

If a Tenderer fails to comply in any way with these Instructions, the Contracting Authority may (but is not obliged to) take such steps as it deems appropriate including (but not limited to):

- a) rejecting the Tender as non-compliant; and/or
- b) without prejudice to the Contracting Authority's right to reject the Tender:
 - i. seeking clarification from the Tenderer in respect of the relevant submissions by way of a meeting or written submission;
 - ii. requesting the Tenderer to provide information or items which has/have not been provided or has/have been provided in an incorrect form;
 - iii. waiving a requirement which in the Contracting Authority's opinion is minor or procedural; and/or
 - iv. take any other step permitted by law;

In accordance with applicable law and principles.

7. CORRECTIONS, UNBALANCED AND ABNORMAL TENDERS AND RATES

7.1 Errors

The Contracting Authority may, without any responsibility for this, examine the Pricing Document for errors in addition or extension.

If there is an error in extension, the rate will be adjusted, so that the extension remains the same.

If there is an error in addition, the amounts added (and the rates making them up) will be adjusted pro rata to the error, so that the total remains the same.

The Contracting Authority will decide which amounts and rates are to be adjusted. No adjustment made under this section 7.1 will affect the Framework Tender Sum.

The Contracting Authority reserves the right to open all Pricing Documents from tenderers without the need to revert to the Tenderers for permission.

7.2 Unbalanced Tenders

If, in the Contracting Authority's opinion, the tendered rates or prices in the Pricing Document (after adjustment under section 7.1 above) do not reflect a fair allocation of the Framework Tender Sum, or the last sentence of section 4.8 applies, the Contracting Authority may (but is not obliged to) do either or both of the following:

- require the Tenderer to provide a breakdown of any tendered amounts;
- invite the Tenderer to adjust rates or prices tendered in the Pricing Document, but without adjusting the Framework Tender Sum.

The Contracting Authority will pay particular attention to pricing that could result in the Tenderer, if successful, being paid disproportionately early in comparison with the amount of work done.

If, having considered the information provided (both in the tender and in response to a requirement under this section 7.2), the Contracting Authority is of the view that the Tenderer's tendered rates or prices in the Pricing Document do not reflect a fair allocation of the Framework Tender Sum, the Contracting Authority may reject the tenders.

7.3 Abnormally low tenders, abnormally high or low rates or prices

If, in the Contracting Authority's opinion, the Framework Tender Sum is abnormally low or any tendered rates or prices are abnormally low or abnormally high, the Contracting Authority may require the Tenderer to provide details of the constituent elements of the Framework Tender Sum. This may include (without limitation) the information listed in Regulation 69(1) of the European Communities (Award of Public Authorities' Contracts) Regulations 2006. Any failure to provide such information, when requested, may exclude the tender from further consideration. If, having considered the information provided, the Contracting Authority is of the view that either the Framework Tender Sum is abnormally low or any tendered amounts are abnormally low or abnormally high, the Contracting Authority may reject the Tender.

8. ASSESSMENT OF TENDERS

8.1 Award Criteria

The award criterion is the lowest price tendered by a Tenderer meeting the qualification criteria in the Suitability Questionnaire(s). The five (5) Tenderers submitting the five (5) lowest prices will be considered for inclusion in the Framework.

The Framework will allow for up to five (5) framework contractors ("Participants") (provided sufficient tenderers qualify) to qualify for a place on the Framework.

There are two (2) purposes for the Pricing Document which are as follows:

1. The first purpose of the Pricing Document is to identify a "Price" for the total of the work (Items) set out in Part 3, Bill of Quantities of the Pricing Document. The amount inserted against the "Tender Sum" in the General Summary of the Bill of Quantities will be deemed to be the "Price" for assessment purposes. The five (5) lowest prices will be considered for inclusion in the Framework.
2. The second purpose of the Pricing Document is to obtain rates from the Tenderers who submitted the five (5) lowest prices for inclusion in the Framework Agreement as maximum rates.

A quality assessment will not be carried out to assess the Framework candidates apart from checking that they comply with the specified minimum criteria set out in the Suitability Questionnaire(s).

8.2 Clarification

The Contracting Authority may seek clarification or further information or both from one or more Tenderers. The Contracting Authority may meet with one or more Tenderers for these purposes. The Contracting Authority will confirm to the Tenderer concerned in written minutes any clarification arising from a meeting and the Tenderer will be required to confirm or correct the minutes in writing. See also section 8.4.

8.3 Compliance

The Contracting Authority will assess Tenders for compliance with these Instructions, including provision of all the information and documentation required, and the matters covered in section 6 above.

Following the assessments under this section 8.3, the Contracting Authority may proceed according to sections 5 or 8 whichever is appropriate.

8.4 Review

A Tenderer who disputes a decision of the Contracting Authority about whether a Tender complies with these Instructions must in the first instance raise the matter with the Contracting Authority within 7 days of the matter coming to its attention.

Failing resolution of the matter, the body responsible for the appeals procedure is: High Court of Ireland Four Courts,

Inns Quay Dublin 7,

Ireland

Email: highcourtcentraloffice@courts.ie Telephone: +353 18886000

www.courts.ie

8.5 Change in Circumstances

If, as a result of a change in circumstances or otherwise, any information given by a Tenderer to the Contracting Authority, in a Tender or otherwise, including in a Suitability Questionnaire, was (when submitted) or has become (by reference to the facts as they then stand) untrue, incomplete or misleading, the Tenderer must so inform the Contracting Authority as soon as it becomes aware of this.

If it comes to the Contracting Authority's attention that

- there has been a change in circumstances concerning a Tenderer that could affect the Contracting Authority's assessment of that Tenderer's Tender or
- information submitted by a Tenderer was (when submitted) or has become (by reference to the facts as they then stand) untrue, incomplete or misleading

The Contracting Authority may (but is not required to) revise its assessment of the Tenderer's Tender on the basis of the information then available to the Contracting Authority.

9. AWARD PROCESS

9.1 Tender Validity Period

The Contracting Authority may accept a Tender any time up to 180 days after the end of the last day for submission of this Tender.

9.2 Notification

As soon as practicable after reaching the award decision, the Contracting Authority will inform all Tenderers of the decision.

If the EU procurement rules apply the notification to the Tenderer to whom the Contracting Authority has decided to make an award should be in the form of Model Letter O.eu6 Letter to Successful Tenderer. The notification to the other compliant Tenderers should be in the form of Model Letter O.eu7 Letter to Unsuccessful Tenderer and should issue at the same time as the Letter to Successful Tenderer. The notification to non-compliant or eliminated Tenderers where a period of 30 days has not elapsed between the letter notifying them of their non-compliance/elimination and the date that letters are sent to Successful and Unsuccessful Tenderers should be in the form of Model Letter O.eu8.

If the EU procurement rules do not apply the notification to the Tenderer to whom the Contracting Authority has decided to make an award should be in the form of Model Letter O.na6 Letter to Successful Tenderer. The notification to the other compliant Tenderers should be in the form of Model Letters O.na7 Letter to Unsuccessful Tenderer and should issue at the same time as the Letter to Successful Tenderer.

Where a contract is regulated by the EU procurement rules the Contracting Authority will not execute the Framework Agreement(s) earlier than 14 days after notifying all Tenderers of the award decision.

The Letter to Successful Tenderers will not form part of the Framework Agreement, or any contract or other obligation. The Framework Agreement will only be formed once the Contracting Authority (as “Employer”) has countersigned the Framework Agreement(s).

9.3 Letter to Successful Tenderers

The Contracting Authority may issue to the Tenderers who submitted the Tenders with apparent lowest prices a Letter to Successful Tenderers requiring that Tenderers submit to the Contracting Authority any or all of the following:

- evidence of the insurances required by the Framework Agreement
- a Tax Clearance Certificate or demonstrate a satisfactory level of subcontractor tax compliance from the Revenue Commissioners
- any required appointment as project supervisor for the construction stage
- all evidence listed in the Suitability Assessment.

If the Tenderer to whom such a Letter to Successful Tenderer is addressed does not submit the documents as required within the time allowed, the Contracting Authority may

- proceed according to the process in section 9.2 above to initiate award to another Tenderer or
- allow the Tenderer to whom the Letter to Successful Tenderer was addressed additional time to provide the documents or

- issue the Letter of Acceptance or Tender Acceptance to the Tenderer to whom the Letter to Successful Tenderer was addressed (even though the documents have not yet been provided).

9.4 Tender Acceptance

The Contracting Authority may issue the written acceptance of the tender at any time during the Tender validity period referred to in section 9.1 above.

Any written clarifications of a Tender (including minutes of a meeting clarifying the Tender – see section 7.2), will be referred to in any Letter of Acceptance or Tender Acceptance of the clarified Tender, and will be included in the Framework Agreement.

9.5 Award Notice

The Contracting Authority will, after award, send an award notice to the Office for Official Publications of the EC, if so required by law. This notice may include disclosure of the anticipated Framework Amount.

GLOSSARY OF TERMS USED IN THESE INSTRUCTIONS

Terms defined in the Tender Documents have the same meaning in these Instructions. Unless otherwise indicated, references to sections and Appendices are to sections of and Appendices to these Instructions.

Term	Meaning
Applicant	A person (or group of persons) who applies for tender documents but has not submitted a tender.
Contract	The contract that may be awarded by the Contracting Authority for the Works at the end of the competition
Framework Agreement	Has the meaning given to it in section 1.1
Mini Competition (Call-off Contract)	Competitions to be held at call off stage by Limerick City and County Council
This competition	The award process for which these Instructions are issued
These documents	These Instructions and the other documents issued with it and any additional information issued by the Contracting Authority to Tenderers in connection with the competition
These Instructions	This volume, including the Preface at the start, Particulars and Appendices and; other information or instructions issued by the Contracting Authority to Tenderers in connection with the competition not stated to amend the Framework Agreement documents
Tender	A tender for the Framework Agreement, including the completed Pricing Document
Tenderer	A person (or group of persons) that submits a Tender
Contracting Authority	Limerick City and County Council

PARTICULARS

These are the Particulars referred to in the Instructions. They are part of the Invitation to Tenderers (ITT).

Tender for	Limerick City & County Council, Multiparty Framework Agreement Civil Works Contract No. 2
At	Corporate Headquarters, Limerick City & County Council, Merchant's Quay, Limerick, V95 EH90
For	Limerick City and County Council
Using (Instructions section 1.3)	PW-CF9 – Framework Agreement for Construction Work as modified published on http://constructionprocurement.gov.ie/contracts/ on the date 10 days before the latest date for submission of Tenders (disregarding any amendments posted on that date).

Contracting Authority's contact details (Instructions section 2.1)	Mr Fionan Kelliher		
	Mid West National Road Design Office, Lissanalta House, Dooradoyle Road Dooradoyle Limerick V94 H5RR		
	Tel: (+353 (0)61 951000	Email: fkelliher@midwestroads.ie	Fax: n/a

Supplemental Information and Queries (Instructions sections 2.2 and 2.3)	Latest date for queries	7 days before latest time for receipt of Tender
	Date after which Contracting Authority will not normally issue clarifications or responses to queries	5 days before latest time for receipt of Tender

Contracting Authority's contact details for queries (Instructions section 2.3)	All queries or requests for clarification relating to any aspect of this public procurement should be directed through www.etenders.gov.ie		
	As above		
	Phone: As above	Email: As above	Fax n/a

Timetable for Completion	Contract Notice	Friday 19 th September 2025	Reference:	n/a
	Issue Tender Documents		As per eTenders	
	Receipt of Tenders		As indicated under "Tender Date"	
	Interviews (if required)		Not applicable	
	Decision on Final Award		Envisaged Q4 2025	

Tender Date (Instruction 4.1)	Latest Date and Time for Submission of Tenders: As per eTenders
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Tender submissions must be sent to (Instructions section 4.1) Delivery by (Instruction section 4.1) Copies (Instruction 4.4) Format of Tender Submissions (Instructions section 4.4)	Please use the eTender Box for this particular Tender. Hardcopy/written tenders will not be accepted	
	eTenders portal for the competition. Tenders must be submitted via the electronic tender box facility available on www.etenders.gov.ie . Only tenders submitted to the electronic tender box will be accepted. Please note that the eTenders electronic tender box facility closes at the stated date and time precisely. Candidates must ensure that they give themselves sufficient time to upload and submit all required documents onto the eTenders tender box facility before the stated submission deadline.	
	eTenders website (www.etenders.gov.ie) only	
	Number of Paper Copies of Tender	No Hard Copies required Note: delivered hard copies will NOT be accepted.
	Number and type of Electronic Copies of Tender:	Submit one (1) digital copy of the tender in PDF format electronically in two separate files, namely File A and File B via the electronic tender box facility available on www.etenders.gov.ie File A Completed Suitability Questionnaire including - Appendices - Declarations - Documentary Evidence - F069 Limerick City & County Council Health and Safety Competence Questionnaire and associated documentary

		evidence File B (Pricing Document) are to be clearly marked and submitted as separate zip folders within the submission.
	Tenderers should submit their tender via the eTenders website (www.etenders.gov.ie)	

Language (Instruction Section 4.6)	English
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Award Criteria (Instruction Section 8.1)	Lowest Price
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APPENDIX 1. WORKS PROPOSAL

NOT USED.

APPENDIX 2. ADDITIONAL INFORMATION

(Instructions Section 3.2)

Additional Information to be submitted with Tender

Not Used

Additional Information to be submitted with the Tender where a Parent Company Guarantee is required

If a Tenderer has relied on the capacity or qualifications of a parent company in a Suitability Questionnaire, the Tenderer must include with the Tender an undertaking of the parent company to give that guarantee, as set out in Annex II of this Appendix 2.

ANNEX I TO APPENDIX 2

NOT USED.

ANNEX II TO APPENDIX 2

On Parent Company's Letterhead

To	Name and address of Applicant
Regarding	Limerick City & County Council Multiparty Framework Agreement Civil Works No - 2
Date	

A Dhaoine Uaisle

We refer to the tender for the above framework contract submitted by our subsidiary

[Name of Applicant]

We confirm that, if the above framework contract is awarded to the above-named Applicant, we will execute and deliver to you the parent company guarantee required by the framework contract..

Is sinne, le meas

APPENDIX 3 TO ITT: INFORMATION PACK

NOT USED



**Mid West
National Road Design Office**

Mid West National Road Design Office
Lissanalta House
Dooradoyle
Co Limerick
V94 H5RR

Tel: 061 951000
e-mail: Info@midwestroads.ie