

INSTRUCTIONS DOCUMENT

FOR

CALL FOR TENDERS

FOR ADMITTANCE TO A

MULTI-PARTY FRAMEWORK AGREEMENT

FOR

ASBESTOS REMOVAL AND DISPOSAL

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1.0 INTRODUCTION

1.1 PRIMARY INFORMATION AND CONTRACTING AUTHORITIES

- 1.1.1 The Local Government Operational Procurement Centre (hereinafter referred to as “the LGOPC”)¹, acting as a central purchasing body² under the auspices of Kerry County Council, is coordinating the establishment of a Multi-Party Framework Agreement of Economic Operators³ for Asbestos Removal and Disposal (hereinafter referred to as “the Framework Agreement”) on behalf of contracting authorities⁴.
- 1.1.2 The contracting authorities eligible to utilise the Framework Agreement (hereinafter referred to as “the Contracting Authorities”) comprise:
- Ministers of the Government of Ireland as are more particularly specified at <https://www.gov.ie/en/organisation-information/9b5048-government-ministers/>;
 - Central Government Departments of the Government of Ireland as are more particularly specified at <https://www.gov.ie/en/service/list-of-government-departments/>;
 - Local Authorities in Ireland (as defined in the Local Government Act 2014) as are more particularly specified at <https://www.gov.ie/en/publication/942f74-local-authorities/>;
 - Approved Housing Bodies in Ireland listed on the Register of Approved Housing Bodies maintained by the Department of Housing, Local Government and Heritage as are more particularly specified at <https://www.ahbregulator.ie/registration/the-register/>;
 - Publicly funded higher education institutions in Ireland as are more particularly specified at <https://www.gov.ie/en/publication/5088c-list-of-publicly-funded-higher-education-institutions/>;
 - Education and Training Boards in Ireland as are more particularly specified at <https://www.etbi.ie/etbs/directory-of-etbs/>;
 - All non-fee paying primary and post-primary (secondary) schools in Ireland and schools which cater for students with special educational needs (otherwise known as “special schools”) in Ireland. A list of all primary and post-primary (secondary) schools in Ireland can be found at <https://www.gov.ie/en/directory/category/495b8a-schools/> but please note that this list includes fee paying schools which are not covered;
 - Office of Public Works (“OPW”); Uisce Éireann; Waterways Ireland; An Garda Síochána (Police); The Irish Prison Service; Minister for Defence; The Housing Agency; The Land Development Agency; Western Care Association; Environmental Protection Agency; National Treatment Purchase Fund Board; An Bord Bia; The Commissioners of Irish Lights; National Standards Authority of Ireland; Teagasc – The Agriculture and Food Development Authority; Marine Institute; Inland Fisheries Ireland; Grangegorman Development Agency; Alzheimer Society of Ireland; The Courts Service; Digital Hub Development Agency; The National Tourism Development Authority (Failte Ireland); The National College of Art and Design; Barnardos – Republic of Ireland Company Limited by Guarantee; Health Service Executive (“HSE”); Health Information and Quality Authority (“HIQA”); Beaufort – St Mary’s of the Angels – merged with St John of God’s; Brothers of Charity, Lota (Southern); Cope Foundation; St. John of God, Tralee; Cork Dental Hospital; St. Patrick’s, Kilkenny; Brothers of Charity, Waterford (South-Eastern); Carriglea (Sisters of the Bon Sauveur); Brothers of Charity – Galway Region; Brothers of Charity, Limerick (Mid-West); Daughters of Charity, Limerick; Brothers of Charity, Clare; Daughters of Charity, St Anne’s Centre, Roscrea; Brothers of Charity – Roscommon Region; Cregg House (Sisters of La Sagesse Services); Cheeverstown House; Leopardstown Park Hospital Board; Royal Hospital, Donnybrook, Dublin; Our Lady’s Hospice, (Harold’s Cross); Stewart’s Hospital, (Palmerstown); The Children’s Sunshine Home; Drug Treatment Centre Board; Kare, Morefield, Newbridge, Co Kildare; Moore Abbey (Sisters of Charity); Sisters of Charity (Laois/Offaly Centre); Sisters of Charity (Delvin);

¹ The LGOPC is responsible for the development and implementation of central purchasing mechanisms for the Category Councils of Plant Hire and Minor Building Works & Civils as established by the Office of Government Procurement.

² Central Purchasing Body means a central purchasing body as defined by Regulation 2(1) of the European Union (Award of Public Authority Contracts) Regulations 2016 (S. I. No. 284 of 2016) (hereinafter referred to as “the Regulations”).

³ Economic Operator means an economic operator as defined by Regulation 2(1) of the Regulations.

⁴ Contracting Authority means a contracting authority as defined by Regulation 2(1) of the Regulations.

Dublin Dental Hospital Board; National Rehabilitation Hospital; St. John of God Eastern Region; Sunbeam House Services; Central Remedial Clinic; Incorporated Orthopaedic Hospital of Ireland; St. Michael's House, Dublin (incorporates St. Mary's Auxiliary Hospital); St. Vincent's, Fairview; Daughters of Charity, Navan Road; St. John of God, Drumcar; Adelaide & Meath Inc. N.C. Hospital Tallaght; Beaumont Hospital; The National Orthopaedic Hospital Cappagh DAC; Children's University Hospital, Temple Street; Coombe Women's Hospital; Mater Misericordiae Hospital; Mercy University Hospital, (Cork); National Maternity Hospital Dublin, Holles Street; Our Lady's Hospital for Sick Children, Crumlin; The Hospital for the Relief of Poor Lying-In Women Dublin (known as the Rotunda); Royal Victoria Eye & Ear Hospital; South Infirmary Victoria University Hospital; Saint James Hospital; St. John's Hospital (Limerick); St. Luke's Hospital; St. Michael's Hospital, Dun Laoghaire; St. Vincent's University Hospital; Arc Cancer Support Centres; Barrow Valley Enterprise for Adult Members with Special Needs CLG; City of Dublin Energy Management Agency CLG; Commission for Regulation of Utilities; Kerry Parents and Friends Association; Office of Director of Authorised Intervention; Peamount Healthcare; St. John of God Community Services CLG; SOS Kilkenny CLG; Sport Ireland; Transport Infrastructure Ireland; Walkinstown Association for People with an Intellectual Disability CLG; Department of Agriculture, Food and the Marine; Tusla Child and Family Agency.

- 1.1.3 Economic Operators admitted to the Framework Agreement will be invited to participate in Supplementary Requests for Tender⁵ (hereinafter referred to as "sRFT/s") issued by the Contracting Authorities through www.supplygov.ie⁶ (hereinafter referred to as "Supplygov") for Asbestos Removal and Disposal Works during the term of the Framework Agreement.
- 1.1.4 The Framework Agreement shall be established for a term of four (4) years unless it is otherwise terminated in accordance with the provisions of the Framework Agreement. It is anticipated that the Framework Agreement will commence in Quarter 4, 2025.
- 1.1.5 The total value of contracts to be awarded under the Framework Agreement (hereinafter referred to as "sRFT Contract(s)")⁷ is estimated to exceed the threshold whereby Directive 2014/24 EU and the European Union (Award of Public Authority Contracts) Regulations 2016 (S. I. No. 284 of 2016) (hereinafter referred to as "the Regulations") apply to this Call for Tenders.
- 1.1.6 In order to establish the Framework Agreement, the LGOPC is following the open procedure as provided for in Directive 2014/24/EU and the Regulations.

1.2 DIVISION INTO LOTS

- 1.2.1 Not Applicable to the Framework Agreement.

⁵ Supplementary Request for Tender ("sRFT/s") means a request for tender issued by the Contracting Authorities to the Economic Operators admitted to the Framework Agreement via www.supplygov.ie ("Supplygov") for a Supplementary Request for Tender Contract ("sRFT Contract").

⁶Supplygov is a procurement platform operated by the LGOPC facilitating Local Authorities and other state agencies in the public procurement of goods, works and services from economic operators.

⁷ sRFT Contract means a contract for Asbestos Removal and Disposal entered into between an Economic Operator and a Contracting Authority following an sRFT.

2.0 ESTABLISHMENT AND OPERATION OF THE FRAMEWORK AGREEMENT

2.1 STAGE 1 – CALL FOR TENDERS – ADMITTANCE TO THE FRAMEWORK AGREEMENT

This stage is hosted on www.etenders.gov.ie⁸ (hereinafter referred to as “eTenders”).

- 2.1.1 Stage 1 is the establishment of a Multi-Party Framework Agreement following publication of this Call for Tenders by the LGOPC on eTenders seeking tenders from Economic Operators for works associated with Asbestos Removal and Disposal. In stage 1, the LGOPC assesses the Economic Operators against the exclusion grounds under Regulation 57 of the Regulations, selection criteria and tender award criteria.
- 2.1.2 Instructions on how to complete a tender for the Framework Agreement (hereinafter referred to as a “Tender/s”) are outlined in **Section 4.0: Tender Process** of this document.
- 2.1.3 Tenders will be assessed in accordance with **Section 5.0: Tender Evaluation and Award of the Framework Agreement** of this document. Following evaluation of Tenders in accordance with the process set out in Section 5.0 of this document, the LGOPC shall admit the thirty highest ranked Economic Operators to the Framework Agreement, subject to the tie break rules outlined in **Section 5.5.6** of this document.

2.2 STAGE 2 – SUPPLEMENTARY REQUESTS FOR TENDER (“SRFT/s”)

This stage is hosted on Supplygov.

- 2.2.1 Stage 2 involves the Contracting Authorities inviting the Economic Operators admitted to the Framework Agreement to tender for sRFT Contracts.
- 2.2.2 Economic Operators are required to select one or more regions to receive sRFT notifications from as part of a Tender. Economic Operators will receive sRFT notifications only for the regions it has selected. Regions are selected in Section 1.5.1 of the online application process. Economic Operators admitted to the Framework Agreement can amend the regions they have selected at any time during the term of the Framework Agreement by contacting the Supplygov helpdesk. A Contracting Authority shall invite all Economic Operators admitted to the Framework Agreement that have indicated an interest in tendering for those region(s) selected as part of their Tender, to tender for the sRFT Contract.

⁸ eTenders is a procurement platform administered by the Office of Government Procurement facilitating local authorities and other state agencies in the public procurement of goods, works and services.

3.0 INSTRUCTIONS

3.1 POINTS TO NOTE PRIOR TO SUBMITTING A TENDER

- 3.1.1 All documentation, information and communications relating to the Framework Agreement, including the Tender Documents⁹, are published on eTenders under the Contract Notice, and supersede and replace all previous documentation, communications and correspondence issued by the LGOPC and/or the Contracting Authorities in relation to same. While every effort has been made to provide comprehensive and accurate information in the Tender Documents, the LGOPC does not accept any liability or provide any express or implied warranty in respect of any such information.
- 3.1.2 If an Economic Operator becomes aware of any ambiguity, discrepancy, error, or omission in the Tender Documents or in the online application process, it shall immediately notify the LGOPC through the eTenders messaging system.
- 3.1.3 The LGOPC gives no assurances as to the level of expenditure by the Contracting Authorities through the Framework Agreement and the admittance of an Economic Operator to the Framework Agreement does not constitute a commitment from the Contracting Authorities to enter into sRFT Contracts with the Economic Operator. Any costs incurred by the Economic Operator, howsoever arising, in participating in this Call for Tenders shall be the Economic Operator's own liability.
- 3.1.4 The Tender Documents, in whole or in part, may not be reproduced, stored, transmitted, or used for purposes other than this Call for Tenders without the prior written permission of the LGOPC.
- 3.1.5 The LGOPC, acting in its sole discretion, may, by giving written notice, cancel this Call for Tenders at any stage prior to the formal establishment of the Framework Agreement without recompense to the Economic Operator.
- 3.1.6 It shall be the responsibility of the Economic Operator to fulfil the obligations under the Framework Agreement and any sRFT Contract, notwithstanding any changes in circulars, law, regulations, taxation or duties or other restrictions that might arise.
- 3.1.7 An Economic Operator can submit only one Tender. An Economic Operator cannot submit a Tender in its own name and separately as part of a consortium/joint venture or vice versa.
- 3.1.8 Economic Operators not currently registered on eTenders must register as a "Supplier" on eTenders in order to submit a Tender.
- 3.1.9 Economic Operators must:
- fully comply with the Tender Documents and a failure to do so may result in the Tender being deemed non-compliant. A Tender deemed non-compliant will be excluded from this Call for Tenders.
 - read the Tender Documents carefully and ensure that they fully understand the requirements of this Call for Tenders and the terms of the Framework Agreement prior to applying;
 - take into account: (a) upload speeds may vary and; (b) the maximum size of a tender response file is 2GB. The largest single file size of an uploaded document is 250MB;
 - ensure electronic documents are not corrupt.
- 3.1.10 The LGOPC will not issue hard copy correspondence relating to any aspect of this Call for Tenders.

⁹ Tender Documents mean this Instructions Document, the Framework Agreement, the Financial Confirmatory Note, the Project Verification Forms, the Declaration of Personal Circumstances of the Economic Operator, the online Eligibility Criteria, the online Financial Criteria, the online Technical Criteria and all accompanying documents published on eTenders in relation to this Call for Tenders.

- 3.1.11 The LGOPC reserves the right to update or amend the information contained in the Tender Documents at any time before the Tender Deadline and/or to extend the Tender Deadline. The Tender Deadline is displayed as 'time-limit for receipt of tenders or requests to participate' in the "CfT core information" option included under the "Show CfT Menu" for this Call for Tenders on eTenders.
- 3.1.12 All correspondence will be issued via eTenders only and it is the responsibility of the Economic Operator to ensure that its correct email address for the receipt of electronic correspondence is recorded on its eTenders account.
- 3.1.13 If links are not working in any electronic correspondence (due to internal firewalls or IT security), log in directly via the eTenders portal to view.
- 3.1.14 All Economic Operators should include noreply@delos.eurodyn.com in their spam filters (if they use a filtering tool) in order to receive notifications.
- 3.1.15 Should an Economic Operator experience any technical difficulty with any aspect of a Tender on eTenders, please contact the eTenders Support Desk using the contact details available on the 'contact us' page on eTenders.
- 3.1.16 The LGOPC refers Economic Operators to the provisions of Regulation (EU) 2022/1031 on the access of third country Economic Operators, goods and services to the Union's public procurement and concession markets and procedures supporting negotiations on access of Union Economic Operators, goods and services to the public procurement and concession markets of third countries (International Procurement Instrument – IPI), and to their obligation to comply therewith. Economic Operators should note in Article 6 of Regulation (EU) 2022/1031, the obligations for the LGOPC and the Contracting Authorities in the context of a procurement procedure where the EU Commission has adopted an IPI measure.
- 3.1.17 Council Regulation (EU) No 833/2014, as amended by Council Regulation (EU) No 2022/576, concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, applies to this Call for Tenders. This Regulation prohibits the award of any public or concession contract to any of the entities set out in Article 5k 1(a) to (c). Economic Operators are required to make a declaration that the Economic Operator, or where the Economic Operator is a consortium, each consortium member, and any third parties whose resources are relied upon to meet the selection criteria are not any of the entities set out in Article 5k 1(a) to (c) of Regulation (EU) No 833/2014, as amended by Council Regulation (EU) No 2022/576. Any Economic Operator that is unable to make the declaration will result in the exclusion of the Economic Operator from this Call for Tenders and the Framework Agreement.

3.2 COMPANY REGISTRATION DETAILS

- 3.2.1 Where an Economic Operator is registered with the Companies Registration Office (hereinafter referred to as the "CRO") it must ensure that:
- the registered company name and address as recorded in the CRO are used in all relevant parts of the Tender.
- 3.2.2 Where an Economic Operator is not registered with the CRO it must ensure that:
- the Economic Operator's name and address as registered with its VAT/Tax Registration Number is used in all relevant parts of the Tender.

3.3 CONSORTIUM/JOINT VENTURE

- 3.3.1 An Economic Operator comprising of a consortium or joint venture (hereinafter collectively referred to as the "Consortium") must provide details of all members of the Consortium and their role in the Tender. The Consortium will not be required to convert into a specific legal entity to submit a Tender but may be required to do so prior to admittance to the Framework Agreement. In this respect the LGOPC may, at its discretion, enter into the Framework Agreement with:

- one member who will carry overall responsibility for the performance of an sRFT Contract;
- each member of the Consortium on a joint and several liability basis;
- one member of the Consortium with the other members being subcontractors; or
- at its discretion, the LGOPC may require the Consortium to enter into any other contracting arrangement.

3.3.2 Failure by a Consortium to adhere to the requirements of the LGOPC in relation to the above may result in the exclusion of the Consortium from this Call for Tenders and the Framework Agreement.

3.4 CONFIRMATION OF ECONOMIC OPERATOR DETAILS

3.4.1 The LGOPC may examine and verify the Economic Operator's details as contained in the Tender including, but not limited to, the following:

- Legal structure of the Economic Operator;
- Name of the Economic Operator;
- Address of the Economic Operator;
- VAT/Tax Registration Number of the Economic Operator (if applicable); and/or
- CRO No. of the Economic Operator (if applicable).

3.4.2 Where, in the course of such examination, the LGOPC determines that an Economic Operator has provided details that contain discrepancies, it may, at its discretion, contact the Economic Operator requesting that the Economic Operator provide or confirm the correct details. Failure of the Economic Operator to provide or confirm the correct details to the satisfaction of the LGOPC may result in the exclusion of the Economic Operator from this Call for Tenders and the Framework Agreement.

3.5 COMMUNICATIONS, QUERIES AND CLARIFICATIONS

3.5.1 All queries from Economic Operators in relation to this Call for Tenders may only be submitted online through the messaging function on eTenders. The deadline for clarifications and queries is displayed in the 'CFT Core Information' that can be viewed under the 'Show CFT Menu' within this Call for Tenders on eTenders.

3.5.2 The LGOPC will endeavour to respond to all reasonable queries validly received without delay. However, the LGOPC is not obliged, nor does it undertake, to respond to all queries received and queries seeking interpretation of this Instructions Document may not result in a response.

3.5.3 Any queries, along with the LGOPC's response to same, will, where appropriate, be communicated to all those who have expressed an interest in this Call for Tenders without disclosing the name of the Economic Operator who initiated the query.

3.5.4 If an Economic Operator believes that a query and/or its response relates to a confidential or commercially sensitive aspect of its Tender, it must mark the query as "Confidential" and state the reason(s) why it believes it to be confidential or commercially sensitive. The LGOPC shall have regard to such statement but shall not be bound by same. If the LGOPC, in its absolute discretion, is satisfied that the query and/or its response should be properly regarded as being confidential or commercially sensitive, the nature of the query and its response shall be kept confidential subject to the LGOPC's and/or the Economic Operators obligations under public procurement and freedom of information legislation. If the LGOPC determines, in its absolute discretion, that the query and/or its response should not be regarded as confidential or commercially sensitive, it will invite the Economic Operator concerned to withdraw the query or it will communicate the query and its response to all Economic Operators who have expressed an interest in this Call for Tenders. The LGOPC accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

3.6 CANVASSING

- 3.6.1 Canvassing or any effort by an Economic Operator to influence any staff or agents of the LGOPC in relation to any aspect of this Call for Tenders may result in the exclusion of the Economic Operator from this Call for Tenders.
- 3.6.2 Where an Economic Operator has an existing relationship with the LGOPC (or its staff or agents), any discussions, correspondence or other attempts to influence in relation to this Call for Tenders may be treated as canvassing.
- 3.6.3 In accordance with Section 38 of the Ethics in Public Office Act 1995, any money, gift, or other consideration from an Economic Operator holding, or seeking to obtain, admittance to the Framework Agreement will be deemed to have been paid or given corruptly unless the contrary is proved.

3.7 CONFLICT OF INTEREST AND REGISTRABLE INTEREST

- 3.7.1 Any actual or potential conflict of interest on the part of the Economic Operator or its subcontractors (if applicable) (or an employee or agent of either) with another tenderer or the LGOPC or a Contracting Authority, must be fully disclosed by the Economic Operator in the Tender, or, in the event of this information only coming to the notice of the Economic Operator after the submission of a Tender, must be fully disclosed to the LGOPC and the Contracting Authority immediately upon such information becoming known by the Economic Operator. Where the LGOPC determines that an actual or potential conflict of interest arises, the LGOPC may invite the Economic Operator to propose means by which the conflict of interest might be removed. The LGOPC will, at its absolute discretion, decide on the appropriate course of action, which may include excluding the Economic Operator from this Call for Tenders or terminating any Framework Agreement entered into by the Economic Operator.
- 3.7.2 Any Registrable Interest involving the Economic Operator or its subcontractors (if applicable) and the LGOPC, a Contracting Authority, a member of the Government, a member of the Oireachtas, or employees and officers of the LGOPC or a Contracting Authority and their relatives, must be fully disclosed by the Economic Operator in the Tender, or, in the event of this information only coming to the notice of the Economic Operator after the submission of a Tender, must be fully disclosed to the LGOPC and the Contracting Authority immediately upon such information becoming known by the Economic Operator. The terms "Registrable Interest" and "Relative" shall be interpreted as per Section 2 of the Ethics in Public Office Acts 1995 and 2001, copies of which are available at www.irishstatutebook.ie. The LGOPC will, at its absolute discretion, decide on the appropriate course of action, which may include excluding the Economic Operator from this Call for Tenders or terminating any Framework Agreement entered into by the Economic Operator.

3.8 DATA PROTECTION

- 3.8.1 In this clause, "Data Protection Laws" means: (a) the Irish Data Protection Acts 1988 to 2018; (b) the General Data Protection Regulation (EU) 2016/679 ("GDPR"); and (c) any other applicable law or regulation relating to the processing of personal data and to privacy including (but not limited to) the Directive 2002/58/EC concerning the processing of personal data and the protection of privacy in the electronic communications sector (Directive on privacy and electronic communications) and the European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011 ("E-Privacy Regulations") (as may be amended, updated or re-published by the relevant body from time to time).
- 3.8.2 The Contracting Authorities and the LGOPC will each be an independent Data Controller (where Data Controller has the meaning given under the Data Protection Laws) in respect of any Personal Data (where Personal Data has the meaning given under the Data Protection Laws) required to be provided by the Economic Operator in response to this Call for Tenders and any sRFT.

- 3.8.3 The Economic Operator, as Data Controller in respect of any Personal Data provided by it in its Tender and in response to an sRFT, is required to confirm in its Tender and tender submission as appropriate that all Data Subjects (where Data Subject has the meaning given under the Data Protection Laws) whose Personal Data is provided by the Economic Operator have consented to the processing of such Personal Data by the Economic Operator, the LGOPC, the Contracting Authorities, the evaluation teams and the operators of eTenders and Supplygov for the purpose of the participation of the Economic Operator in this Call for Tenders and/or an sRFT or that the Economic Operator otherwise has a legal basis for providing such Personal Data to the foregoing for the purpose of its participation in this Call for Tenders and/or an sRFT.
- 3.8.4 The Contracting Authorities and the LGOPC, each as an independent Data Controller, may process the Personal Data as follows:
- by the Contracting Authorities disclosing data (including Personal Data of the Economic Operator and/or their employees or other related third-party agents such as those persons' names, contact details, work experience etc.) to the LGOPC.
- 3.8.5 The Contracting Authorities, as independent Data Controllers, may share the Personal Data as follows:
- with other bodies within the public and/or semi-state sectors that use the Supplygov service as required by this Call for Tenders. The list of such public and/or semi-State bodies is maintained on Supplygov and is updated from time to time. In addition, such Personal Data may be shared with the Office of Government Procurement, the Local Government Management Agency and with other bodies as required under law.
- 3.8.6 The Contracting Authorities and the LGOPC shall enter into a Data Sharing Agreement, which shall govern the sharing of the Personal Data between them and their respective rights, obligations, and liability in relation to this.
- 3.8.7 The Economic Operator shall be individually responsible, as an independent Data Controller, for its own processing of the Personal Data and must fully comply with its obligations as a Data Controller under the Data Protection Laws in this regard.
- 3.8.8 Neither the Economic Operator nor the LGOPC and/or the Contracting Authorities shall be construed as a Data Processor (where Data Processor has the meaning given under the Data Protection Laws) in relation to the other unless the conditions for processing of the Personal Data change so that one party processes Personal Data on behalf of and on the instructions of the other party.
- 3.8.9 The Economic Operator and the LGOPC and/or the Contracting Authorities shall not be construed as Joint Data Controllers (where Joint Data Controllers has the meaning given under the Data Protection Laws) unless the conditions for processing of the Personal Data change such that the parties in conjunction with one another jointly, in a collaborative fashion, determine the purposes and means of processing the Personal Data.
- 3.8.10 The Economic Operator will inform the LGOPC as soon as possible of any requests from Data Subjects regarding rectification or erasure of Personal Data included in a Tender, or restriction of or objection to the processing of such Personal Data for the purposes set out herein. The Economic Operator shall, to the extent that such a request affects the processing of such Personal Data by the LGOPC, provide reasonable assistance to the LGOPC and/or the Contracting Authorities to enable compliance with the Data Protection Laws. Notwithstanding the foregoing, the Economic Operator shall remain responsible itself for dealing with requests from Data Subjects in respect of Personal Data, to the extent that such requests are directed by the Data Subject to the Economic Operator (or any of its agents, employees, or sub-contractors).
- 3.8.11 The Economic Operator shall notify the LGOPC immediately if the Economic Operator becomes aware of, or suspects: (i) any breach of this section 3.8; or (ii) a Personal Data breach which is likely to affect or trigger the LGOPC's and/or the Contracting Authorities' obligations under the Data Protection Laws; or (iii)

any situation or envisaged development that shall in any way influence, change or limit the processing of the Personal Data included in the tender for the purposes set out herein. The Economic Operator shall document all Personal Data breaches in accordance with the Data Protection Laws and fully co-operate with the LGOPC and/or the Contracting Authorities to ensure compliance with the Data Protection Laws. The Economic Operator shall use reasonable endeavours to mitigate any damage suffered by a Data Subject in these circumstances.

- 3.8.12 The Economic Operator hereby indemnifies the LGOPC and the Contracting Authorities against all claims, liabilities, costs, expenses, damages, and losses suffered or incurred by the LGOPC and/or the Contracting Authorities arising out of or in connection with any breach by the Economic Operator (or any of its employees/agents/sub-contractors) of any terms of this section 3.8, or its obligations under the Data Protection Laws, or any use by the Economic Operator of the Personal Data.

3.9 NOTICE OF ADDENDA

- 3.9.1 The LGOPC reserves the right at any time before the Tender Deadline to update or alter this Instructions Document, other Tender Documents and/or any information and documents pertaining to the Framework Agreement by written notice via eTenders and any such notification will automatically become part of the Tender Documents.

4.0 TENDER PROCESS

4.1 GENERAL

- 4.1.1 All Tenders in response to this Call for Tenders must be submitted using the online application process on eTenders only.
- 4.1.2 Tenders in any other format will not be accepted.
- 4.1.3 A 'Detailed User Manual for Companies' (EO User Manual) is available to download on eTenders under the 'Help' menu option.
- 4.1.4 The "Show CFT Menu" displays all menu options available to the Economic Operator, including "CFT core information", "CFT documents", "Expression of Interest", "Tender", etc.
- 4.1.5 Selecting the "CFT core information" option allows the Economic Operator to view the details of this Call for Tenders.
- 4.1.6 Selecting the "CFT documents" option allows the Economic Operator to preview and download the contract notice and all Tender Documents associated with this Call for Tenders.
- 4.1.7 Selecting the "Expression of Interest" option allows the Economic Operator to express an interest in this Call for Tenders and add this Call for Tenders to the Economic Operator's list ("List of My CFTs").
- 4.1.8 Selecting the "Tender" option allows the Economic Operator to prepare (or edit) its Tender.
- 4.1.9 Using the "Create Tender Online" function, Economic Operators must fully complete and submit the following in order to make a compliant Tender:
- **Eligibility Criteria** - online European Single Procurement Document (hereinafter referred to as the "ESPD");
 - **Technical** – Information about the Economic Operator and Selection Criteria, including all requested supporting documentation;
 - **Financial** - Award Criteria.
- 4.1.10 The Economic Operator's progress towards completion of each of the above sections will be displayed as a percentage that is visible on the upper left of the application page or by clicking on the 'Completion Summary' menu option also available on the page.
- 4.1.11 Economic Operators do not need to complete the entire online application process at one time. The online application process can be updated, edited, completed, and saved at any time prior to submitting a Tender.
- 4.1.12 Economic Operators are not required to submit evidence of compliance with the declarations in the online application process except where indicated. Economic Operators must be in a position to provide the requisite evidence of compliance with the declarations when requested by the LGOPC and/or Contracting Authority.

4.2 ESPD FOR OTHER ENTITIES

- 4.2.1 Where the Economic Operator is a consortium, the Economic Operator must submit a separate ESPD for each member of the consortium.

- 4.2.2 Where the Economic Operator, or where relevant, any member of a consortium, is reliant on the capacity of other entities to meet the selection criteria, a separate ESPD must be submitted for each of the other entities concerned.

4.3 UPLOADING AND ATTACHING FILES

- 4.3.1 The online application process requires Economic Operators to upload and attach Files where indicated.
- 4.3.2 To upload and attach a File in response to a particular criterion -:
- Click on the Folder Icon to the right of the Criterion. A new window opens.
 - Click on 'Upload a new File' and choose the file to be uploaded.
 - Click 'Upload' to upload the selected file.
 - After the upload is complete, the progress against the 'Name' will show 100%.
 - Click on 'Back', select the relevant 'Filename' from the list, and click 'Save'.
 - Your uploaded file name should then appear under 'Referenced Files' for the relevant criterion, confirming that this file has been associated with the criterion.

4.4 SUBMISSION OF A TENDER

- 4.4.1 Economic Operators must respond to all required questions so that the progress indicators within the 'Create Tender Online' process display 100% completion.
- 4.4.2 Economic Operators must submit their Tender by clicking on the 'Submit' button at the top of the page.
- Note** – During preparation of a Tender, the 'Submit' button will be inactive and appear in the colour grey. Once 100% completion is reached, the 'Submit' button will become active and change colour.
- 4.4.3 Once the Tender has been submitted, a status of 'Submitted' will be displayed on the screen.
- 4.4.4 Submitted Tenders can be viewed by selecting the 'My Responses' option on this screen, or from the Economic Operator's homepage, by selecting the 'List of my CFTs' and viewing the Tender.

4.5 TENDER DEADLINE (TIME-LIMIT FOR RECEIPT OF TENDERS)

- 4.5.1 It is the responsibility of the Economic Operator to ensure that their Tender is submitted before the Tender Deadline. A Tender that is not submitted before the Tender Deadline shall be excluded from this Call for Tenders. The Tender Deadline is displayed as 'time-limit for receipt of tenders or requests to participate' in the "CfT core information" option included under the "Show CfT Menu" for this Call for Tenders on eTenders.

5.0 TENDER EVALUATION & AWARD OF THE FRAMEWORK AGREEMENT

5.1 GENERAL

5.1.1 Tenders will be assessed by the LGOPC as follows:

PROCESS	ACTION
Compliance	Assess completeness and compliance of Tenders with requirements of the Tender Documents, including completion of ESPD and confirmation and verification that none of the exclusion grounds in Regulation 57 of the Regulations apply.
Selection Criteria	Assessment in accordance with the Selection Criteria published for admittance to the Framework Agreement.
Tender Award	Award Scores and Rank Tenderers

5.2 COMPLIANCE

- 5.2.1 Tenders will be assessed to determine whether they include all information and documentation required. In addition, Tenders will be assessed to determine whether any of the exclusion grounds set out in Regulation 57 of the Regulations apply. Economic operators to whom a mandatory ground for exclusion applies will be excluded from this Call for Tenders unless they can provide evidence to the effect that measures taken by them are sufficient to demonstrate their reliability despite the existence of any such exclusion ground. The LGOPC reserves the right to exclude an Economic Operator from this Call for Tenders to whom a discretionary ground for exclusion applies.
- 5.2.2 Compliant Tenders will proceed to be assessed in accordance with the Selection Criteria published for admittance to the Framework Agreement. Non-compliant Tenders will not be assessed any further and will be excluded from this Call for Tenders.

5.3 SELECTION CRITERIA

- 5.3.1 Tenders will be assessed against the Selection Criteria as set out on eTenders as part of the online questions under "Technical". The Selection Criteria relate to: (1) Economic and Financial Standing, and (2) Technical and Professional Ability. Economic Operators must pass the Selection Criteria for admittance to the Framework Agreement.
- 5.3.2 The Selection Criteria are assessed on a Pass/Fail basis. Failure to pass any one or more of the Selection Criteria set out in the online Questionnaire (including failure to pass one or more requirements of a particular Selection Criterion) will result in the exclusion of the Economic Operator from this Call for Tenders.

5.4 CLARIFICATION OF TENDERS

- 5.4.1 During the assessment of a Tender, the LGOPC may, to the extent permitted by law, seek clarifications or further information from Economic Operators via eTenders, or take such other legally permissible actions with reference to the principles of equal treatment, non-discrimination, transparency, proportionality and mutual recognition.
- 5.4.2 The Economic Operator's response to a request for clarification or further information shall be submitted via eTenders no later than the date and time specified by the LGOPC. Any response provided by an Economic Operator may not constitute a material alteration of the Tender initially submitted.

5.5 TENDER AWARD

- 5.5.1 All Tenders that pass all the Selection Criteria will be further assessed and ranked in accordance with the following award criteria.

AWARD CRITERIA	WEIGHTING	MAXIMUM MARKS AVAILABLE
Most Economically Advantageous Tender: Price (<i>Total Price</i>)	100%	1,000

- 5.5.2 To secure a place on the Framework Agreement each Economic Operator will be ranked based on the 'Total Price' submitted on eTenders as follows -:

$$\text{Score} = \frac{\text{Best Financial Offer}}{\text{Financial Offer of Tender being Evaluated}} \times 1,000$$

- 'Score' = marks awarded
 - 'Financial Offer' = Tenderers Total Price
 - For evaluation purposes, Tenderers' Scores will be calculated to 2 (two) decimal places.
- 5.5.3 The Economic Operator who submits the lowest 'Total Price' will be awarded 1,000 marks and ranked 1 on the Framework Agreement.
- 5.5.4 All other Economic Operators will receive marks and be ranked in descending order using the score allocated in accordance with the price formula above.
- 5.5.5 The ranking of the Tenders by the LGOPC is for the purpose of identifying the thirty (30) highest scoring economic operators for admittance to the Framework Agreement only. The ranking by the LGOPC of an Economic Operator on the Framework Agreement does not, and will not, have any relevance to, or impact on, the subsequent award of sRFT Contracts by Contracting Authorities following an sRFT.
- 5.5.6 In the event there is a tie for the last available place(s) on the Framework Agreement, all such tied Economic Operators shall be admitted to the Framework Agreement.

5.6 CEILING RATES

- 5.6.1 Subject to Section 5.6.2 below, the prices tendered for the personnel specified in the Pricing Document will establish the maximum all-inclusive labour rates (Ceiling Rates) for these personnel for the full term of the Framework Agreement. Economic Operators may reduce the Ceiling Rates for these personnel when tendering at sRFT stage, but may not exceed them.
- 5.6.2 The Ceiling Rates may be increased only on the second and third anniversaries of the Effective Date of the Framework Agreement (as defined in the Framework Agreement) and then only by the percentage by which the Irish Consumer Price index has increased over the 12 month period as recorded in the edition of that index published by the Central Statistics Office immediately prior to the anniversary of the Effective Date up to a maximum of 4%.

5.7 NOTIFICATION OF EVALUATION OUTCOME

- 5.7.1 Following assessment of a Tender, Economic Operators will be informed of the outcome via eTenders.

- 5.7.2 Notification of a successful Tender by the LGOPC to the Economic Operator shall not, in and of itself, give rise to any enforceable rights by the Economic Operator.

5.8 STANDSTILL PERIOD¹⁰

- 5.8.1 A minimum standstill period of fourteen (14) days shall apply following notification of the award decision to the Economic Operators and before formal conclusion of the Framework Agreement.

5.9 FRAMEWORK AGREEMENT

- 5.9.1 Prior to the establishment of the Framework Agreement, the LGOPC shall:
- a) require the successful Economic Operators to submit a sworn declaration (the Declaration of Personal Circumstances of the Economic Operator) verifying the status of the Economic Operator with respect to the exclusion grounds under Regulation 57 and similar matters; and
 - b) subject to satisfactory receipt of the Declaration of Personal Circumstances of the Economic Operator, invite the successful Economic Operators to formally enter into the Framework Agreement by accepting the terms of the Framework Agreement electronically through Supplygov.
- 5.9.2 The Framework Agreement will then become operative and open to the Contracting Authorities to issue sRFTs and award sRFT Contracts.
- 5.9.3 The Framework Agreement, which has been published with the Tender Documents, details the conditions for the award of sRFT Contracts under the Framework Agreement. By submitting a Tender, and, if successful, by accepting the terms of the Framework Agreement electronically through Supplygov, Economic Operators agree to be bound by the terms and conditions of the Framework Agreement without amendment.

¹⁰ Standstill Period means the period of time allowed to unsuccessful candidates for effective pre-contract remedies. The LGOPC shall not conclude the Framework Agreement during the Standstill Period.