

# **Instruction to Tenderers**

for

Framework Agreement for Pavement Asset Repair, Renewal and  
Associated Minor Works on National Secondary Roads in County  
Clare

## Preface

Clare County Council (the Contracting Authority) is making these documents available to Applicants for the 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 Applicants 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. Applicants 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 Applicant 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 Works with anyone.

Neither the Contracting Authority nor its officers, employees, or advisers have any responsibility for Applicants' costs or losses in connection with this competition. These Instructions do not create a contract or legal relationship (including for the avoidance of doubt, any contract about the competition itself) between any Applicant and the Contracting Authority (except for the Applicant'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 and any conditions precedent to its effectiveness have been met. The exception to this is the obligation upon a Tenderer with regard to confidentiality. These Instructions to Tenderers will not be part of any Contract unless explicitly stated otherwise.

These documents are being made available to the Applicants 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. Applicants must inform themselves of and observe all laws concerning the possession and use of these documents.

Applicants must treat these documents, their Tenders, and their participation in this competition as confidential. Applicants 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 the Applicants, to any person. If an Applicant considers that information in its Tender is commercially sensitive or confidential, this should be clearly stated and clear and substantive

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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 2014 (or any other legislation relating to the disclosure of information), but is not bound by the Applicant's view and will take such steps as it considers necessary to comply with its obligations under applicable law.

Any conflict of interest or potential conflict of interest must be fully disclosed to the Contracting Authority as soon as such conflict or potential conflict becomes apparent. This includes, but is not limited to, situations where an Applicant or any of the members of an Applicant which is a consortium, joint venture or partnership, or any entity being relied upon by an Applicant, or any of their advisers, contractors, consultants, servants or agents which are currently or have been in the past an adviser, contractor, consultant, servant or agent to the Contracting Authority, or any local or other relevant authority in relation to the Works which are the subject matter of this Competition.

Without prejudice to the foregoing, any 'registrable interest' involving the Applicant and the Contracting Authority, (and where applicable any elected members of the Contracting Authority or members of the Board of the Contracting Authority), members of the Government, members of the Oireachtas or employees of the Contracting Authority or their relatives must be fully disclosed to the Contracting Authority immediately upon such information becoming known to the Applicant.

The terms 'registrable interest' and 'relatives' shall be interpreted in line with the Ethics in Public Office Act 1995 and the Standards in Public Office Act 2001.

The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action in relation to any actual or perceived conflict of interest which may include (but is not limited to) excluding the Applicant from the Competition, or permitting the Applicant to continue subject to safeguards determined by the Contracting Authority being put in place and observed.

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](http://www.revenue.ie))
- environmental protection from the Environmental Protection Agency ([www.epa.ie](http://www.epa.ie))
- employment protection and working conditions from the Workplace Relations Commission ([www.workplacerelations.ie](http://www.workplacerelations.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

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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).

Any tendering costs and expenses incurred by Tenderers in their tendering for this competition will not be reimbursed by the Contracting Authority whether or not the Tenderer is successful in being part of the framework.

By submitting a tender in response to these Instructions, a Tenderer confirms that it has satisfied itself, from its own investigation, about all the requirements of these Instructions

## Introduction

### 1.1 This procedure

The Contracting Authority wishes to establish and operate a multi-supplier Framework Agreement (“the Framework Agreement”) for the provision of pavement asset repair, renewal and associated minor works for national secondary road schemes.

The proposed number of framework Contractors (“Participants”) will be a minimum of 2 and a maximum of 6 (provided sufficient tenderers qualify for admission to the framework).

The Framework, if established, shall operate for a period (“the Framework Period”) of 12 months and the Contracting Authority reserves the right, at its sole discretion, to extend the Framework Period by a further 12 months in 12 months increments such that the total Framework Period will not exceed 24 months.

The indicative target timetable is that the framework may be awarded in Q1 2026. Works Contracts will subsequently be awarded on an as required basis.

The public body entitled to purchase through the Framework Agreement is:

- The Contracting Authority conducting this competition.

Where the Contracting Authority requires works to be undertaken under the Framework Agreement, it will do so by way of awarding contract(s) (“the 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. Detailed technical requirements will be set out for each mini-competition for each Works Contract.

The number of Works Contracts in a year is unlikely to exceed 10. Typically, the value of each Works Contract would approximately range from €50,000 to €4,500,000. The values and number of Works Contracts are indicative only and there is no guarantee that this volume of work will be awarded under the framework

Moreover, notwithstanding the establishment of a Framework Agreement, the Contracting Authority may procure the work in other ways and the Contracting Authority does not guarantee that any work will be procured under this Framework Agreement

The Contracting Authority has sent a contract notice for the Works to tenders and where appropriate a similar notice has been simultaneously sent to the Publications Office of the EU for publication in the Official Journal of the European Union.

These documents set out the suitability assessment criteria and the process which will be followed by the Contracting Authority. The documents also set out the information which must be supplied by Tenderers. Tenders must be submitted in accordance with these Instructions. Any tenders not complying with these Instructions may be rejected by the Contracting Authority, whose decision in the matter shall be final.

## **1.2 These documents**

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

- Specimen Works Requirements & Specimen Pricing Document
- Volume B: Form of Tender and Schedule
- Volume C: Pricing Document
- Suitability Assessment Questionnaire
- Framework Agreement

A copy of the Framework Agreement is included with these documents, but it is not to be returned with the tender at this stage. Only successful Tenderers will execute an agreement with the Contracting Authority as outlined in 1.3 below.

Any post tender clarifications that are part of the contract will be included in the Letter of Acceptance.

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### **1.3 The Framework Agreement**

If the Contracting Authority enters into a Framework Agreement, it will do so by issuing a letter notifying the successful tenderers. The Contractors and the Contracting Authority will subsequently execute an Agreement. The Agreement, if formed, will consist of:

- the Agreement (Framework Agreement)
- The Letters of Acceptance or Tender Acceptances to be issued by the Contracting Authority and any post-tender clarifications listed therein;
- Form of Tender
- Framework Rates as inserted in the Pricing Document (Volume C). Notional quantities are not part of the Framework Agreement.
- Quality Submission to be submitted with the tender
- Sustainability Submission

Where required, collateral warranties from Specialists, a performance bond, and any reliance guaranty or reliance warranties will require to be provided.

None of the following will form part of any Contract:

- these Instructions
- Suitability Questionnaire(s)
- any other information issued to Applicants not stated to amend the Contract documents
- Specimen Works Requirements
- Specimen Pricing Documents
- Supporting Documentation

### **1.4 Data Protection Notice**

As part of this Competition, the Tenderer may (at various stages) provide personal data relating to the Tenderer or its organisation, employees or other third parties. In these Instructions to Tenderer ("these Instructions"), "Data Protection Laws" means all applicable data protection law including, with effect from 25 May 2018, the General Data Protection Regulation (Regulation (EU) 2016/679) and the Data Protection Act 2018; and the terms 'personal data', 'process', 'controller', 'processor' and 'data subject' shall have the meanings given to them under Data Protection Law.

Where the Tenderer provides personal data relating to third parties, the Tenderer must ensure that such third parties are made aware of the contents of this Data Protection Notice in full.

The Tenderer, as controller in respect of any personal data provided by it as part of this competition, is required to confirm in the declaration required in the Suitability Assessment Questionnaire that all data subjects 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.gov.ie website, for the purposes of the participation of the Tenderer in this

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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.

Where such personal data is provided, the relevant controller is the Contracting Authority. If there are any questions about the Contracting Authority's use of such personal data, please contact the Contracting Authority's Data Protection Officer whose details are available upon request from the Contracting Authority.

The Contracting Authority may process the following personal data as part of this competition:

- name;
- contact details;
- CV details (including but not limited to qualifications, education, experience, previous roles and responsibilities);
- details of proposed role(s) and responsibilities on this contract;
- referee details; and
- any other data provided by the Applicant.

The Contracting Authority collects personal data from the Applicant directly, and from the following sources:

- Tenderer's organisation;
- other members of the Tenderer's consortium (if applicable); and
- Referees.

Any personal data provided will be processed for the purposes of the Competition, the administration of any contract awarded on foot of this Competition, reporting to any regulators or oversight bodies and/or any disputes relating to the Competition or the contract.

In connection with the above, the Contracting Authority may disclose personal data to various recipients including:

- the Tenderer's organisation;
- other members of the Tenderer's consortium (if applicable);
- the Contracting Authority's third party service providers, such as financial, legal and technical advisors; and
- regulators or oversight bodies.

If the Tenderer is unsuccessful as part of the tender process, such personal data will be retained until three years after the conclusion of the tender process or the award of the Contract to the successful Tenderer, whichever is later. If the Tenderer is successful, and a contract is awarded to the Tenderer at the end of the tender process, such personal data will be retained in accordance with the Contracting Authority's record management and retention policy, a copy of which can be obtained from the Contracting Authority upon request.

Any data subjects in respect of which the Contracting Authority holds or processes personal data have rights in relation to their personal data, including the right to request access to their data and, in certain circumstances to request rectification, erasure or restriction of the processing of their personal data. All such data subjects have the right to lodge a complaint with the Irish supervisory authority, the Data Protection Commission.



## **2 Communications**

### **2.1 Contact**

All communications with the Contracting Authority concerning this competition must be in writing in accordance with the means of communication stated in the Particulars.

### **2.2 Supplemental information**

The Contracting Authority may issue supplemental information about this competition on the e-tenders website [www.etenders.gov.ie](http://www.etenders.gov.ie) at any time (including where prompted by a query, confidential or otherwise). 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 Contract only if it is stated to amend the Contract documents.

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

### **2.3 Queries**

Queries may be raised in writing by email using the means of communication stated in the Particulars. 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 e-tenders 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 e-Tenders website, the Contracting Authority will so notify the person raising the query, who will have the option of withdrawing the query or having any response published on the eTenders platform. The Contracting Authority may under section 2.2 still issue any information it considers appropriate on the eTenders platform following withdrawal of the query.

As with these Instructions, responses to queries will not create any contractual relationship between the Contracting Authority and Tenderers, or form part of the Contract, unless they state that they are amending the Contract documents.

It is the responsibility of the Applicant to monitor the means of communication stated in the Particulars for any correspondence or clarifications in relation to this competition.

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.

### **2.4 Other**

As stated in the Particulars

## 3 Tenderers

### 3.1 Name

Each Tenderer must sign the Form of Tender using the Tenderer's full correct legal name and this shall be the same as that on the SAQ Response. Those signing shall be authorised to sign on behalf of the Tenderer and this signature must be witnessed.

### 3.2 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 sign the Form of Tender (See also 5.12 below). Where the role of project supervisor for the construction stage ("PSCS") is part of the service to be provided, the party proposed in that role must be an individual or body corporate that constitutes an acceptable entity.

### 3.3 Compliance with Environmental Social and Labour law

Where the Contract is subject to the European Procurement Regulations, the successful Tenderer shall be required to comply with all applicable environmental, social and labour law established by European Union law, national law, collective agreements or by the international, social and labour law provisions listed in Annex X of Directive 2014/24/EU.

### 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 offence.

### 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 Candidate 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 Tender 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 Candidate ordinarily resides or carries on business or;
- has provided a statement or information to the Contracting Authority or another contracting authority knowing it to be false or misleading or, and
- has failed to provide to the Contracting Authority a statement or information that is reasonably required by the Contracting Authority for the purpose of awarding the Framework Agreement concerned

## **4 Tender Design (not used)**

## 5 Requirements for Tenders

### 5.1 Delivery

Tenders must be received in accordance with the means of tender delivery<sup>2</sup> stated in the Particulars, 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.

Where the Particulars state that the required means of tender submission is to the eTenders platform, Applicants are advised to ensure that they give sufficient time to allow for the successful upload of all tender documents and that they have a reliable, continual connection speed available for this purpose. Applicants should ensure that their operating system has sufficient capacity to execute the upload of all the documents included in the tender submission before the deadline stated in the Particulars (or a later date and time advised by the Contracting Authority to all Applicants). The timely and complete upload of documents is the responsibility of each Applicant. All files submitted electronically must be capable of being readily viewed in their entirety in the format stated in the Particulars. It is the responsibility of the Applicant to ensure that electronic documents submitted are not corrupt. Applicants are advised to consult [etenders.gov.ie](http://etenders.gov.ie) for information on uploading electronic submissions.

Completed delivery of the tender in advance of the submission deadline is the responsibility of each Tenderer.

All Tenders received on time will be opened promptly after receipt.

### 5.2 Copies

Where the required means of tender delivery is by hand or prepaid registered delivery, Tenders must include the number and type of paper and electronic copies stated in the Particulars and must be packed and marked as stated in the Particulars.

### 5.3 Format

Tenders will consist of:

- the completed Form of Tender and attached completed Schedule (Volume B) executed as indicated in the Particulars.
- SAQ Responses(s)
- the completed Pricing Document (Volume C)
- the completed Quality and Sustainability Submission (Appendix 1)

The originals of Volume B must be returned completed in ink.

If Volumes B or C have been amended by supplemental information, Tenderers must use the most recently issued versions.

No amendments or alterations to the Form of Tender or attached Schedule are permitted. Any other amendments/alterations may result in the Tenderer's tender being rejected.

## 5.4 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.

## 5.5 Qualifications

Tenders must not be qualified in any way but must be submitted in accordance with these Instructions. Without prejudice to the generality of the foregoing, Tenders must not include or be accompanied by a cover letter or any other information not included in Volume B or Volume C or specified in these documents, or by any statement that could be construed as rendering the Tender equivocal and/or placing it on a different footing from other Tenders.

## 5.6 Pricing

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.

Tenderers must not amend (lump sums or Reserved Sums) inserted in the Pricing Document by the Contracting Authority that are associated with named Specialist works set out in Part 1F (iii) of the Form of Tender and Schedule and Standing Conciliator services (if required) at Part 1N of the Form of Tender and Schedule.

Where named Specialists (novated) are required under the Contract, Applicants will be required to price lump sum items in the Pricing Document to cover:

1. General attendances;
2. Special attendances; and
3. Management, to incorporate the Contractor's management, risk acceptance and indirect overhead costs associated with the employment of each of the named Specialists to be engaged for the Works.
4. In the Pricing Document Applicants will also be required to include an item for main contractor's profit on each of the named Specialist's Sums, rated as a percentage. Applicants will apply their tendered percentages to each of the named Specialists' Sums to create lump sum items for profit on each named Specialists' works. The tendered percentage for the main contractor's profit on each named Specialist Sum will not be less than zero.

The percentage items for profit relating to each of the named Specialist's works will be transferred to Part 3B of the Form of Tender and Schedule prior to the award of the Contract.

A Reserved Sum will also be provided by the Contracting Authority where the Contract requires the appointment of a Standing Conciliator. In this case the items listed 1 – 4 above will not apply.

Amounts must be included wherever required in the Form of Tender, the Schedule, Part 2, and 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' (see also "Tender Evaluation" at Appendix 5 if applicable).

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 or, if it would be a compensation event under the Contract, a difference between the

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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 except an item described as an 'adjustment item' must cover the full inclusive value (excluding value-added tax) of the relevant work, and, where applicable, a fair allocation of the tendered Contract Sum.

All items and quantities in any Bill of Quantities must be priced.

Tenderers must not use negative rates or prices, or omit rates, or use zero rates, in any Bill of Quantities.

If a Bill of Quantities includes an item described as an 'adjustment item', the amount inserted must not exceed \_\_\_\_\_% of the tendered Contract Sum.

If a Bill of Quantities includes method-related charges, the total amount of method-related charges must not exceed \_\_\_\_% of the tendered Contract Sum.

The Contracting Authority may provide the Pricing Document in a .csv and native file formats to Applicants.

Where the Particulars state that the required means of tender delivery is electronic submission, Tenderers must submit a read only PDF copy of their fully completed Pricing Document with their Tender. In accordance with Section 9.2 of these Instructions, the Contracting Authority may request that Tenderers provide a copy of the submitted Pricing Document in its native file and/or .csv file format(s). Where requested, Tenders must provide the Pricing Document in the requested file formats promptly and within the stated timeframe. In the event of inconsistencies between the submitted read only PDF Pricing Document and either the native file format and/or .csv file format, the read only PDF Pricing Document shall take precedence.

If any tender does not comply with this section 5.7, the Contracting Authority may proceed according to sections 7 or 8 of these Instructions.

### **5.7 Value- Added Tax**

The Form of Tender states whether and to what extent, the tendered Contract Sum includes value-added tax (VAT). The amounts in the Schedule, Part 2 exclude VAT. The Pricing Document excludes VAT unless otherwise stated in 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 8.2.

### **5.8 Date for Substantial Completion**

The Particulars state whether the Date for Substantial Completion of the Works (and any Sections) is stated in Schedule, Part 1 or is to be tendered. If the Date for Substantial Completion of the Works (or Sections) is to be tendered, the tendered dates must be between any earliest and latest dates stated in the Particulars.

### **5.9 Specialists**

Tenderers must name in the Schedule, part 2E (as well as in their SAQ Response, where required) any Specialists called for in that part. Works Proposals must also include any details about Specialists called for in Appendix 1 to these Instructions.

If a Tenderer names Specialists in its SAQ Response, the Tenderer must name those same Specialists (having met the suitability standard) in the Schedule, part 2E.

Tenderers must also provide a letter from each Specialist named in the Works Requirements or in the Schedule, part 2E, agreeing to enter a contract with the Tenderer to perform the identified element if the Tenderer is awarded the Contract.

After Tender submission and before issue of a Letter of Acceptance, if a Tenderer demonstrates to the Contracting Authority's satisfaction that any of the insolvency events listed in sub-clause 12.1.1(11) of the Conditions has occurred to a Specialist whose letter of agreement was submitted with the Tender, or that such a Specialist has repudiated the letter of agreement (a letter from the Specialist setting out the reasons for the repudiation will be required), the Tenderer may, with the Contracting Authority's consent, propose a substitute Specialist, providing they meet the suitability standard set out in the SAQ.

### **5.10 Project Supervisor**

The Contractor or its nominee will be appointed as project supervisor for the construction stage under the Safety, Health and Welfare at Work (Construction) Regulations 2013, if so stated in the Schedule.

If the Tenderer names a proposed project supervisor for the construction stage in its SAQ Response, the Tenderer must name in Works Proposals the project supervisor for the construction stage so named.

If the Tenderer has not named a nominee in its SAQ Response for appointment as project supervisor for the construction stage the Tenderer will be taken to offer to act in the role itself, and the Contract, if awarded to the Tenderer, will require the Tenderer to accept the role. In this case, the Tenderer must be a competent individual or body corporate.

### **5.11 Tender execution**

When the Particulars indicate that the Form of Tender is to be sealed, this must be done as follows:

- if the Applicant is a company with a common seal, its common seal must be affixed to the Form of Tender and properly authenticated. If the Form of Tender is to be executed under a power of attorney, the attorney must affix his or her seal to the Form of Tender, and the power of attorney must be provided if requested by the Contracting Authority;
- if the Applicant is an individual, he or she must sign, seal, and deliver the Form of Tender and the execution must be witnessed.

Where the Particulars do not indicate that the Form of Tender is to be sealed, the Form of Tender must be signed as follows:

- if the Applicant is a company, the signature must be that of a director and the execution must be witnessed;
- if the Applicant is an individual, he or she must sign the Form of Tender and the execution must be witnessed;
- if the Applicant is a partnership, joint venture or consortium, then each partner must sign the Form of Tender and the execution must be witnessed.
- if the Applicant is a company registered elsewhere than Ireland, it must execute the Form of Tender under hand according to the laws of its place of incorporation. If so requested by the Contracting Authority a legal opinion that the Form of Tender has been duly executed in accordance with the requirements of the jurisdiction in which the company is registered

may be requested by the Contracting Authority following the submission of tenders and must, if requested, be provided at the Applicant's cost.

The successful Tenderer will be required to execute the Agreement in the same manner as the Form of Tender.

### 5.12 Deposits

Where the Particulars state that a deposit<sup>4</sup> is required for tender documents as stated in the Particulars will be refundable to all tenderers that submit *bona fide* tenders that are not subsequently withdrawn. The deposit is to cover the cost incurred by the Contracting Authority in preparing the relevant tender documents.

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<sup>4</sup> Note to Contracting Authority: Regulation 53 of S.I. No. 284 of 2016, European Union (Award of Public Authority Contracts) Regulations 2016, requires a Contracting Authority to offer unrestricted and full direct access free of charge to procurement documents electronically, except where the reasons specified in Regulation 22(3) apply or where the Contracting Authority intend to apply Regulation 21(3).



## 6 Number of Variants, Mandatory Options and Variants

### 6.1 Terminology

- An **option** is a Tender *required* under section 6.2 below.
- A **variant tender** is a Tender complying with section 6.3 below and identified as a variant tender.
- A **standard tender** is a Tender that is not a variant tender.

### 6.2 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.

### 6.3 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.

### 6.4 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 6, be complete, without referring to the contents of any other Tender. Each Tender must have a unique identifier, which where the means of tender submission is by hand or prepaid registered post, must be stated on each envelope or box containing the parts of the Tender; or where the means of tender submission is electronic, on each document in 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.

## **7 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.

## **8 Corrections, unbalanced and abnormal tenders and rates, and permitted adjustments**

### **8.1 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. This will apply if the total of the tendered rates and prices, with value-added tax added, does not add up to the tendered Contract Sum.

The Contracting Authority will decide which amounts and rates are to be adjusted.

Instead of adjusting the amounts added, the Contracting Authority may in its discretion adjust an item described in the Pricing Document as an 'adjustment item'.

No adjustment made under this section 8.1 will affect the tendered Contract Sum or the Comparative Cost of the Tender.

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

### **8.2 Unbalanced Tenders**

If, in the Contracting Authority's opinion, the tendered rates or prices in the Pricing Document (after adjustment under section 8.1 above) do not reflect a fair allocation of the tendered Contract Sum, or the last sentence of section 5.7 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, to show that they reflect a fair allocation of the tendered Contract Sum and
- invite the Tenderer to adjust rates or prices tendered in the Pricing Document, but without adjusting the tendered Contract Sum or having any effect on the Comparative Cost of the Tender.

The Contracting Authority will pay particular attention to pricing that could result in the Tenderer, if successful, being paid too much of the Contract Sum 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 8.2), 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 tendered Contract Sum, the Contracting Authority may reject the tender.

### **8.3 Abnormally low tenders, abnormally high or low rates or prices**

If, in the Contracting Authority's opinion, the tendered Contract Sum is abnormally low or any tendered amounts (including the rates tendered in the Schedule, part 2) are abnormally low or abnormally high, the Contracting Authority may require the Tenderer to provide details of the constituent elements of the tendered Contract Sum or the tendered amounts. This may include (without limitation) the information listed in Regulation 69 of the European Union (Award of Public

Authority Contracts) Regulations 2016. 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 Contract Sum is abnormally low or any tendered amounts are abnormally low or abnormally high, the Contracting Authority may reject the Tender.

No adjustment made under this section 8.3 will affect the tendered Contract Sum or the Comparative Cost of the Tender.

#### **8.4 Permitted adjustment for Standing Conciliators Fee**

This section shall only apply where a Reserved Sum is included in the Pricing Document should a Standing Conciliator be required in part 1N of the Form of Tender and Schedule. The Tendered Contract Sum of the Successful Tenderer will be adjusted to arrive at the final Tendered Contract Sum for the Works by deleting the Reserved Sum in the Pricing Document and replacing it with 50% of the total agreed lump sum fee for the Standing Conciliator.

## 9 Assessment of Tenders

### 9.1 Award Criteria

The assessment of the most economically advantageous tenders will be made on the basis of price, quality and sustainability by a Tenderer meeting the qualification criteria and will be done in accordance with the award criteria set out in the Particulars and the scoring rules set out below. Tenders will be assessed according to this criterion. Price will be assessed on the basis of the Comparative Cost of Tender. Quality will be assessed on the basis of the Quality Submission. Sustainability will be assessed on the basis of the Sustainability Submission.

A Candidate's total mark for the quality submission will be added to its price mark to obtain the Candidate's total score mark.

Provided sufficient Candidates qualify for admission to the framework, a maximum of 6 top ranked and qualified Candidates will be considered successful Candidates for admission to the framework.

Where two or more Candidates are tied, the Candidate with the highest marks for price will be deemed to be the more economically advantageous Tender.

### 9.2 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.

### 9.3 Compliance

The Contracting Authority shall assess whether any of the grounds for exclusion in referenced in the Suitability Assessment Questionnaire. The Contracting Authority shall assess whether Tenderers meet the qualification criteria in the Suitability Assessment Questionnaire(s).

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 8 above.

Following the assessments under this section 9.3, the Contracting Authority may proceed according to sections 7 or 10 of these Instructions whichever is appropriate.

### 9.4 Review

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

**Important Note:** Any review procedure available in this Competition (other than legal proceedings under Order 84A of the rules of Superior Courts) set out in the Particulars is not mandatory. Tenderers should obtain legal advice as to the review procedures that may be available to them under law, as well as the timeframes in which such review procedures may be availed of.

### 9.5 Assessment of comparative cost

The Contracting Authority will assess the Comparative Cost of each Tender using the below:

## Instructions to Tenderers

Tenderers' Pricing Document (Schedule of Rates) will be evaluated as follows:

- i. The Contracting Authority will determine the Tenderer's Comparative Cost of Tender from the completed and submitted Schedule of Rates by extending the rates and quantities and summing them.
- ii. The tender with the lowest Comparative Cost of Tender will be awarded the maximum marks available for Price which are indicated in the Particulars
- iii. Other compliant tenders will then be marked in accordance with the formula below:

$$\text{Price Mark for Candidate} = A \times (1 - (B - C)/C)$$

Where:

A = Total marks available for Price

B = Comparative Cost of Tender for the Tenderer under consideration

C = Lowest admissible Comparative Cost of Tender

This formula means one percent (1%) of the total marks available for price will be deducted for every one percentage points' difference between the lowest Comparative Cost of Tender and that of the tender under consideration.

The lowest price mark which can be obtained is zero.

Marks will be calculated to 1 decimal place

### 9.6 Assessment of Quality & Sustainability

#### a) Quality

The Tenderer's Quality Submission will be assessed in accordance with the procedure below. The maximum marks available for the Quality criterion are indicated in the Particulars. Tenderers should note that their Quality Submission must achieve a minimum of 60% of the overall marks available for quality. In the event that a Tenderer's Quality Submission fails to meet this minimum mark, their tender will not be taken into further consideration and shall have their pricing removed from any formula calculation.

The detailed requirements and the applicable sub-criteria for the Quality Submission are set out in Appendix 1 and the assessment of the Quality Submission will be undertaken as follows:

| Criterion                          | Scoring Marks |
|------------------------------------|---------------|
| Project Management                 | 24            |
| Resourcing Proposals               | 24            |
| Risk Management                    | 22            |
| <b>Total Quality Scoring Marks</b> | <b>70</b>     |

## Instructions to Tenderers

- (i) Tenderers should note that in carrying out the assessment under the Quality award criterion: the table above sets out the maximum marks available for each criterion.
- (ii) This scoring will be done in accordance with the scoring guidance set out in the table below.
- (iii) Applicants should note that the scoring guidance is provided to give clarity regarding the scoring of the quality criteria. Individual assessment marks that fall between these bands can be used in the scoring of the tender based on the professional judgement of the assessment panel.

| <b>% of Marks</b> | <b>Meaning</b>                          |
|-------------------|-----------------------------------------|
| 0                 | Extremely poor submission               |
| 20                | Very poor submission                    |
| 40                | Poor submission with major reservations |
| 60                | Acceptable submission                   |
| 70                | Reasonably good submission              |
| 80                | Good submission                         |
| 90                | Very good submission                    |
| 100               | Excellent submission                    |

- (iv) All marks other than the scores will be calculated to two decimal places.
- (v) Tenders will be evaluated against the quality criteria set out in the Particulars. Any Tender not meeting the following will be excluded from consideration:
  - Not passing a 'pass/fail' criterion, or
  - Achieving less than 60% of the maximum marks on an individual 'quality' criterion, or
  - Achieving less than 60% of the total available quality mark

### b) Sustainability

The Tenderer's Sustainability Submission will be assessed in accordance with this Section

The maximum marks available for the Sustainability Criteria are indicated in the Particulars.

The detailed requirements for the Sustainability Submission are set out in the Particulars and the assessment of the Sustainability Submissions will be undertaken as follows:

- (i) The Sustainability Award Criterion is outlined in a Single Award Criteria which is identified in the Particulars.
- (ii) The maximum marks available for the Award Criterion, and each Sub -Criterion are indicated in the Particulars
- (iii) An initial score out of 10 will be allocated to each Sub-Criterion taking account of the scoring

## Instructions to Tenderers

guidance as set out in the table below. For the avoidance of doubt, Tenderers should note that separate statements in each scoring band are individual and not cumulative

- (iv) The initial score out of 10 awarded to each Sub-Criterion will be divided by 10 and then multiplied by the maximum marks available for that Sub-Criterion in order to obtain the mark for that Sub-Criterion.
- (v) The mark for each Sub-Criterion within the Award Criterion will be added to give a total mark for the Sustainability Award Criterion.
- (vi) All marks other than the initial scores will be calculated to two decimal places

| Score | Meaning                                                                                                                                                                                                                                             |
|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 0     | Failed to address the question/issue                                                                                                                                                                                                                |
| 1-2   | A response which the Employer considers has limited detail of the methodology to be applied. High risk that the approach as proposed will not be successful.                                                                                        |
| 3-4   | A response which the Employer considers lacks convincing detail of the methodology to be applied. Medium risk that the approach as proposed will not be successful.                                                                                 |
| 5-6   | A response which demonstrates a reasonable understanding of the Employer's requirements for Works Contracts but lacks sufficient detail to award a higher mark.                                                                                     |
| 7-8   | A response that demonstrates real understanding of the requirements and evidence that the proposed solution shall meet the Employer's requirements for Works Contracts.                                                                             |
| 9-10  | A response that exceeds the Employer's requirements for Works Contracts. Provides detailed supporting evidence and has very few or no weakness. Response demonstrates that the Tenderer will provide outstanding works if awarded a Works Contract. |



### **9.7 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 SAQ Response (in particular but without limitation, regarding the structure of a Tenderer and/or the members of a Tenderer or any entity being relied upon by the Tenderer), 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) take such steps as it considers necessary to revise its assessment of the Tenderer's Tender on the basis of the information then available to the Contracting Authority and/or exclude the Tenderer from further participation in the Competition. The Contracting Authority may clarify this with the Tenderer and may seek further information and/or evidence from the Tenderer.

## 10 Award Process

### 10.1 Tender validity period

Subject to Section 10.4 of these Instructions, the Contracting Authority may accept a Tender any time within the time stated in the Particulars.

### 10.2 Notification

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

The notification to the Candidates to whom the Contracting Authority has decided to make an award may be in the form of a Letter of Intent, and the notification to the other Candidates may be in the form of a Letter to Apparently Unsuccessful Candidate. The Letter of Intent will not form a contract or other obligation. A contract will be formed only by the execution of the Framework Agreement. The Contracting Authority will not enter into a Framework Agreement with the successful Candidates earlier than 14 days after notifying all Candidates of the award decision, save where permitted by law.

### 10.3 Letter to Successful Tenderer

The Contracting Authority shall issue Letters of Intent to each Candidate whom it intends to appoint to the Framework Agreement requiring that Candidate to submit to the Contracting Authority any documents that the Contracting Authority deems appropriate.

If a Candidate to whom such a Letter of Intent is addressed does not submit the documents as required within the time allowed, the Contracting Authority may take such steps as it considers appropriate, including (but not limited to) to:

- proceed according to the process above to initiate award to the Candidate who submitted the next most economically advantageous tender or
- allow a Candidate to whom the Letter of Intent was addressed additional time to provide the documents or
- proceed to enter into the Framework Agreement with a Candidate to whom the Letter of Intent was addressed (even though the documents have not yet been provided)

### 10.4 Letter of Acceptance

The Contracting Authority may issue the *Letter of Acceptance* at any time during the Tender validity period referred to in section 10.1 above.

Any written clarifications of a Tender (including minutes of a meeting clarifying the Tender, see section 9.2), will be referred to in any *Letter of Acceptance* of the clarified Tender, and will be included in the Contract.

### 10.5 Agreement

Following issue of the *Letter of Acceptance*, the Contracting Authority will inform the Contractor of

the arrangements for the execution of the Agreement. The Contractor will be required to execute the Agreement

### **10.6 Award Notice**

The Contracting Authority will, after award, send an award notice (if appropriate) to the Publications Office of the European Union, if so required by law. This notice may include disclosure of the contract price.

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<sup>6</sup> A contract should not be awarded to any firm which cannot provide evidence of tax clearance except as a last resort. In such a case, the advance approval of the Department of Finance must be obtained.

## Glossary of terms used in these Instructions

Terms defined in the Conditions of the Contract identified in the Particulars have the same meaning in these Instructions. References to clauses are to clauses or sub-clauses of those Conditions. 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.                                                                                                                                                                                                                                                                                                         |
| Comparative Cost                       | a tendered Contract Sum adjusted, for tender assessment purposes only, according to section 9.5 above                                                                                                                                                                                                                                                                                                   |
| Contract                               | the contract that may be awarded by the Contracting Authority for the Works at the end of the competition                                                                                                                                                                                                                                                                                               |
| European Union Procurement Regulations | If applicable, the particular European Union procurement regulations under which this Competition is being conducted (and which will be stated in the OJEU Contract Notice issued by the Contracting Authority) being either the:<br><br>European Union (Award of Public Authority Contracts) Regulations 2016; or<br><br>European Union (Award of Contracts by Utility Undertakings) Regulations 2016. |
| Novated Specialists                    | Novated Specialists are those whose contract with the Contracting Authority is to be novated to the Contractor. They are listed in Part 1F (iii) to the Form of Tender and Schedule.                                                                                                                                                                                                                    |
| Reserved Sums                          | Those sums provided in the Pricing Document to cover a Standing Conciliator. Such sums will be adjusted in accordance with section 8.4.                                                                                                                                                                                                                                                                 |
| SAQ                                    | The suitability assessment questionnaire issued for the competition                                                                                                                                                                                                                                                                                                                                     |
| SAQ Response                           | The Tenderers response to the SAQ                                                                                                                                                                                                                                                                                                                                                                       |
| Specialist sub-contract Conditions     | The conditions of contract under which the Contractor appoints a Specialist named by the Contracting Authority in the Tender and Schedule, part 3B.                                                                                                                                                                                                                                                     |
| this competition                       | the award process for which these Instructions is issued                                                                                                                                                                                                                                                                                                                                                |
| these documents                        | these Instructions and the invitation letter and other documents issued with it and any additional information issued by the Contracting Authority to Tenderers in connection with the competition                                                                                                                                                                                                      |
| these Instructions                     | <ul style="list-style-type: none"> <li>this volume, including the Preface at the start, Particulars and Appendices</li> <li>other information or instructions issued by the Contracting Authority to Tenderers in connection with the competition not stated to amend the Contract documents</li> </ul>                                                                                                 |

## Instructions to Tenderers

|          |                                                                                                                         |
|----------|-------------------------------------------------------------------------------------------------------------------------|
| Tender   | a tender for the Contract, including the completed Form of Tender, completed Schedule and completed Pricing Document    |
| Tenderer | a person (or group of persons) who submits a Tender [2014/24/EU Article 2(1)(11) and SI No 284 of 2016 Regulation 2(1)] |

## Particulars

These are the Particulars referred to in the Instructions. They are part of the Invitation to Tender.

|                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                 |            |                |
|--------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|------------|----------------|
| Tender for                           | Framework Agreement for Pavement Asset Repair, Renewal and Associated Minor Works on National Secondary Roads in County Clare                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                 |            |                |
| Comprising                           | Clare County Council wishes to establish and operate a multi-supplier Framework Agreement for the provision of pavement asset repair, renewal and associated minor works for National Secondary road schemes in County Clare. The proposed number of framework contractors will be a minimum of 2 and a maximum of 6 (provided sufficient tenderers qualify for admission to the framework). The Framework, if established, shall operate for a period of 12 months and the Employer reserves the right, at its sole discretion, to extend the Framework Period by a further 12 months in 12 months increments such that the total Framework Period will not exceed 24 months |                                                 |            |                |
| At                                   | Various locations on the National Secondary road network in County Clare                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                 |            |                |
| For                                  | Clare County Council                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                 |            |                |
| Using                                | The Framework Agreement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                 |            |                |
| Novation                             | Contract to be novated as a Specialist contract                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | No                                              |            |                |
| Means of Communication               | The means of communications between the Applicant and the Contracting Authority in relation to the competition shall be by eTenders platform                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                 |            |                |
| Supplemental Information and Queries | Latest date for queries                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 7 days before latest time for receipt of Tender |            |                |
|                                      | Date after which Contracting Authority will not normally issue supplemental information or responses to queries                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 3 days before latest time for receipt of Tender |            |                |
| Timetable for Competition            | Contract Notice date:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | As per eTenders                                 | Reference: | Not Applicable |
|                                      | Decision on Contract Award:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Q1 2026                                         |            |                |

## Instructions to Tenderers

Tender Deadline  
(Instructions  
section 5.1)

Latest date and time for submission of Tenders: as published on eTenders

Means of tender  
delivery  
(Instructions  
section 5.1)

Means of Tender delivery<sup>7</sup>:

the eTenders platform

Only Tenders submitted to the electronic post-box 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 must ensure that they give themselves sufficient time to upload and submit all required tender documentation before the Tender Deadline. Tenderers should take into account the fact that upload speeds vary.

After submitting you can still modify and re-send your response up until response deadline. All documents must be in a readable format, e.g. PDF or Microsoft Word

Copies  
(Instructions  
sections 5.2)

Number of Paper Copies of Tender

Not Applicable

Number and type of Electronic  
Copies of Tender:

One – PDF format

Tender  
Documents  
(Instructions  
section 5.2)

Attached to these Instructions are the following documents, divided into the two categories set out below:

### **Documents to be included in the Framework**

- the Agreement (Framework Agreement)
- The Letters of Acceptance or Tender Acceptances to be issued by the Contracting Authority and any post-tender clarifications listed therein;
- Form of Tender
- Framework Rates as inserted in the Pricing Document (Volume C). Notional quantities are not part of the Framework Agreement.
- Quality Submission to be submitted with the tender
- Sustainability Submission to be submitted with the tender

### **Documents for information purposes only**

- these Instructions
- Suitability Questionnaire(s)
- Specimen Works Requirements
- Specimen Pricing Documents

Further information may be issued as described in these Instructions

## Instructions to Tenderers

|                                           |                                               |                 |
|-------------------------------------------|-----------------------------------------------|-----------------|
| Deposit<br>(Instructions<br>section 5.13) | Deposit required on issue of tender documents | Not Applicable. |
|-------------------------------------------|-----------------------------------------------|-----------------|

### Format of Tender Submissions (Instructions section 5.4)

Tender submission is by means of the eTenders platform or other electronic submission:

Tenderers should upload their Tender in clearly named separate documents for each of:

- completed Form of Tender
- completed Pricing Document
- completed Quality and Sustainability Submission
- SAQ Response(s). The SAQ Response(s) and supporting documentation for the Tender should be clearly labelled "SAQ Response".

All uploaded documents should be clearly identified in their saved title.



## Instructions to Tenderers

All documents should be clearly marked with the name of the Tenderer, name of the Contract and the content. For example: "Tender of ABC Limited for [contract title], Volume C, Pricing Document". If more than one Tender is permitted or required, each document must also be marked with a unique identifier.

CA: enter any additional details here.

Language  
(Instructions  
section 5.3)

English

Pricing  
(Instructions  
section 5.7)

Pricing Format:  
Framework Rates

Substantial  
Completion  
(Instructions  
section 5.9)

Date for Substantial Completion

Not applicable to formation of  
Framework Agreement

Form of Tender  
to be sealed  
(Instructions  
section 5.12)

No

Mandatory  
Options  
(Instructions  
section 6.2)

Are mandatory options required? No

## Instructions to Tenderers

|                                                             |                                                                                                                                                                                                                                                                                                                         |
|-------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Variants<br>(Instructions<br>section 6.3)                   | Are variant tenders permitted? No                                                                                                                                                                                                                                                                                       |
| Number of<br>Tenders<br>(Instructions<br>section 6.4)       | Maximum number of Tenders per Tenderer: One                                                                                                                                                                                                                                                                             |
| Tender validity<br>period<br>(Instructions<br>section 10.1) | As stated in Form of Tender in volume B.                                                                                                                                                                                                                                                                                |
| Agreement<br>(Instructions<br>section 10.5)                 | To be executed under hand.                                                                                                                                                                                                                                                                                              |
| Review<br>Procedure<br>(Instructions<br>Section 9.4)        | <p>Not Applicable</p> <p><b>Important Note to Tenderers:</b> Where a process is set out above, the process is not mandatory. Tenderers should obtain legal advice as to the review procedures that may be available to them under law, as well as the timeframes in which such review procedures may be availed of.</p> |

## Instructions to Tenderers

Award Criterion  
(Instructions  
section 9.1)

| <b>Most Economically Advantageous Tender</b> |                         |
|----------------------------------------------|-------------------------|
| <b>Price</b>                                 |                         |
| <i>Price Submission</i>                      | <b>20% (20 Marks)</b>   |
| <b>Quality</b>                               |                         |
| <i>Quality Submission</i>                    | <b>70% (70 Marks)</b>   |
| <b>Sustainability</b>                        |                         |
| <i>Sustainability Submission</i>             | <b>10% (10 Marks)</b>   |
| <b>Total:</b>                                | <b>100% (100 Marks)</b> |

## Appendix 1: Quality & Sustainability Submission

### Quality Submission

| Criterion                                                 | Information Required to be submitted with tender (Quality Submission).<br>(Also, tailor response to suit scale of project illustrated in specimen works requirements drawing Volume A)                                                                                                                                                            | Maximum Marks Available for Criterion (70) |
|-----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|
| <b>Secondary Award Criterion A (Project Management)</b>   | A written statement of no more than three A4 single sided pages typed with a minimum size 10 point font and single line spacing, explaining the economic advantage to the Contracting Authority of the Tenderer's proposed approach to the project management of the specimen Works Contract, specifically addressing the following sub-criteria: | 24                                         |
| Sub-Criterion A1                                          | <ul style="list-style-type: none"> <li>Control of required workmanship</li> </ul>                                                                                                                                                                                                                                                                 | 6                                          |
| Sub-Criterion A2                                          | <ul style="list-style-type: none"> <li>Proposals to comply with the production and laying of Bituminous Materials in accordance with Series 900 of the TII Specification for Roadworks</li> </ul>                                                                                                                                                 | 14                                         |
| Sub-Criterion A3                                          | <ul style="list-style-type: none"> <li>Selection of Plant and Equipment</li> </ul>                                                                                                                                                                                                                                                                | 4                                          |
| <b>Secondary Award Criterion B (Resourcing Proposals)</b> | A written statement of no more than three A4 single sided pages typed with a minimum size 10 point font and single line spacing, explaining the economic advantage to the Contracting Authority of the Tenderer's proposed approach to resourcing the specimen Works Contract, specifically addressing the following sub-criteria:                | 24                                         |
| Sub-Criterion B1                                          | <ul style="list-style-type: none"> <li>Proposed level of commitment to the Works of appropriate key personnel (i.e those identified in Tenderer response to section 3.4b of their Suitability Assessment Questionnaire)</li> </ul>                                                                                                                | 6                                          |
| Sub-Criterion B2                                          | <ul style="list-style-type: none"> <li>Proposed organisational management arrangements</li> </ul>                                                                                                                                                                                                                                                 | 6                                          |
| Sub-Criterion B3                                          | <ul style="list-style-type: none"> <li>Health and safety management</li> </ul>                                                                                                                                                                                                                                                                    | 6                                          |
| Sub-Criterion B4                                          | <ul style="list-style-type: none"> <li>Temporary traffic management</li> </ul>                                                                                                                                                                                                                                                                    | 6                                          |
| <b>Secondary Award Criterion C (Risk Management)</b>      | A written statement of no more than three A4 single sided pages typed with a minimum size 10 point font and single line spacing, explaining the economic advantage to the Contracting Authority of the Tenderer's proposed approach to risk management on the specimen Works Contract, specifically addressing the following sub-criteria:        | 22                                         |
| Sub-Criterion C1                                          | <ul style="list-style-type: none"> <li>Proposed methodologies for limiting or eliminating the impact of inclement weather</li> </ul>                                                                                                                                                                                                              | 6                                          |
| Sub-Criterion C2                                          | <ul style="list-style-type: none"> <li>Proposed methodologies for limiting or eliminating the impact of plant breakdown</li> </ul>                                                                                                                                                                                                                | 6                                          |
| Sub-Criterion C3                                          | <ul style="list-style-type: none"> <li>Proposed methodologies for limiting or eliminating the impact of other risks identified by the Tenderer</li> </ul>                                                                                                                                                                                         | 6                                          |
| Sub-Criterion C4                                          | <ul style="list-style-type: none"> <li>Proposed methodologies for limiting danger to the public (pedestrian and traffic) in excess of minimum statutory requirements</li> </ul>                                                                                                                                                                   | 4                                          |

Sustainability

| Criterion                                           | Information Required to be submitted with tender (Quality Submission).<br>(Also, tailor response to suit scale of project illustrated in specimen works requirements drawing Volume A)                                                                                                                                                              | Maximum Marks Available for Criterion (10) |
|-----------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|
| <b>Secondary Award Criterion A (Sustainability)</b> | A written statement explaining the sustainability advantage to the Contracting Authority of the Tenderer's proposed approach to the resourcing management of the Specimen Works Contract, specifically addressing the following subcriteria: (maximum three A4 single sided pages typed with a minimum size 10 point font and single line spacing). | 10                                         |
| Sub-Criterion A1                                    | <ul style="list-style-type: none"> <li>Selected methodologies for the management of emissions related to production and transportation activities</li> </ul>                                                                                                                                                                                        | 10                                         |