# FRAMEWORK FOR RESPONSE and GENERAL MAINTENANCE in NORTH and EAST FINGAL 2026

## SUPPLEMENTAL INSTRUCTIONS TO TENDERERS

February 2026

November 2021

## GENERAL INFORMATION

The contract is for Emergency and General Response Maintenance to Fingal County Council social housing stock and other Council facilities in the North & East Fingal Regions of the Fingal Administrative Area. Emergency call out service and works of a general building nature in all building trades; small works and general property maintenance & Pre-let repairs to existing FCC dwellings; Category 1 - with a monetary value not exceeding €75,000.00 ex vat (the **"Works**"); to existing Fingal County Council (the "**Council**") dwelling stock and other Council facilities.

The Council's administrative area for the purposes of this contract consists of circa 3,583 domestic units in the North & East Fingal Regions of the Fingal Administrative Area and shall include but is not limited to, all those estates, group housing schemes and dwellings identified in this area on the Fingal Master Plan Drawing 26-003-T1001 included in Volume A. It shall also include such dwellings as may be added to the Council's stock and may be notified to the Contractors, and other Council facilities as directed.

Dwellings consist predominately, but not exclusively, of traditionally built one and two storey houses and flats and three storey apartment blocks and duplex units of various sizes.

The successful contractor[s] will be required to provide an emergency service for the Council, 24 hours per day and 365 days per year.

The contractor will also have to prove competence to act as PSCS under current Health and Safety legislation.

The works include (to occupied and unoccupied dwellings):

- General repairs and maintenance to the building fabric.
- General electrical, mechanical, plumbing installations, repairs and maintenance (in some instances heating systems may be included).
- Repairs to fireplaces and flues.
- Repairs to, and on occasion, replacement of joinery (i.e. windows and doors including glazing).
- Repair replacement of kitchen units.
- Repairs and maintenance to underground drainage (private drains only).
- Repairs and maintenance to external works such as paths, fences and boundary walls.
- Painting and decorating.
- Repairs to finishes (i.e. walls, floors and ceilings).
- Minor demolitions (i.e. sheds, outhouses, boundary walls, etc).
- Some landscaping works such as cutting back of shrubbery, clearance of household items and maintenance of landscaped areas.
- Works of a larger magnitude such as Pre-let repairs to existing FCC dwellings, excluding central heating works other than co-ordination of same (Category 1 - work of a time critical nature with a monetary value not exceeding €75,000.00)

**SUPPLEMENTAL INSTRUCTIONS TO TENDERERS**

*The following instructions are supplemental to the Instructions to Tenderers document issued separately.*

Tenders are invited from suitably qualified and experienced contractors.

**9 Contract**

9.1 The form of contract used for this Framework will be the latest Framework Agreement PW-CF11 for use with the form of conditions set out in the Public Works Term Maintenance and Refurbishment Works Contract (PW-CF11) (the "**Contract**") published on www.constructionprocurement.gov.ie on the date 10 days before the latest date for submission of tenders (disregarding any amendments posted on that date). Tenderers should review this document.

It is the intention of the Council to use this tender process to place a contract for Response and General Maintenance in the North & East Fingal Regions in the Fingal Administrative Area on the basis of the Most Economically Advantageous Tender (MEAT) received and to furthermore use this tender process to establish a framework of a minimum of two and maximum of four contractors, subject to sufficient suitably qualified tenders submitting a tender sum not greater than 50% above the Most Economical Advantageous Tender, to carry out refurbishment works to the councils existing housing stock and other facilities.

9.2 **For Response Maintenance Works & Emergency Works**

The successful tenderer, ranked No 1 (the MEAT) will be contracted to carry out all response maintenance & emergency works for the area. When works are required then Task Orders via email instructions/MRF will be issued to the contractor ranked number one on the framework. Task Orders will be valued on the basis of the Pricing Document submitted by contractor number one under the terms of the contract.

9.3 **For Refurbishment Works to the Council's existing stock ONLY**

Task Orders for refurbishment works to the Council's existing stock may be issued to the contractor ranked number one (The MEAT) until such time as it is deemed by the Council that this contractor has reached its capacity. When this occurs then Task Order/Orders may be issued to contractor number 2 and so on in succession. The Pricing Document submitted by each contractor will be used to value the Task Orders issued to it. Whilst there is no guarantee that any or all of the framework contractors will be issued Task Orders as has been described since the process is budget dependent, the higher the ranking of the contractor the more likely it is that Task Order/Orders will issue to it. The Employer may also award contracts for work covered by this contract in other ways and does not guarantee the Contractor that any work will be awarded under this contract.

**10 Term of Contract**

The contract period shall be for up to 2 years from appointment or until the cumulative contract value reaches €5,000,000.00, whichever is the sooner.

**11 Reserve Participants**

Subject to sufficient qualifying tenderers there will be two reserve participants.

**12 National Pay/Wage Agreements**

Tenderers undertake to abide by all National Pay/Wage agreements and Sectoral Employment Orders.

**13 Form of Tender**

Tenderers must sign and submit the required Form of Tender and Schedule issued as part of their tender.

**14 Parking**

Tenderers should make an allowance within the tendered rates for on street parking. The Council will not refund any contractor for parking charges associated with any project undertaken within the jurisdiction of the Council.

**15 Lowest Tender**

Tenderers note that the Council need not accept the lowest or any tender. Please see *Instruction to Tenderers* document for further information and requirements.

**16 Costs**

Tenderers are not entitled to receive any payment or compensation in respect of the cost of preparing and submitting this tender.

**17 Insurance**

Tenderers will procure and maintain all insurances as required by the Contract.

**18 Indemnity**

Tenderers will specifically indemnify the Council under their insurances.

**19 Acceptance of Tender**

The acceptance of any tender is subject to the confirmation of the relevant Fingal Director of Services and the Contract will not be executed unless and until such confirmation has been obtained.

**20 Tax**

It will be a condition for the award of the Contract that the successful Tenderer will be able to produce promptly evidence of tax compliance from the Revenue Commissioners.

**21 Pricing Document**

21.1 Tenderers are required to complete and return the Pricing Document. The quantities in the Pricing Document are notional quantities, included for tender assessment purposes.

21.2 The price quoted shall be inclusive of all taxes, import duties, delivery charges, surcharges, etc. of whatever kind, but should be exclusive of VAT. The rate at which VAT will be calculated is shown in the general summary.

21.3 Tenderers shall include for all costs in connection with agreeing times of access with individual tenants, or the collection of keys from Fingal County Council, County Hall. No claims for

additional charges resulting from return visits or extended servicing times resulting from lack of access will be accepted.

21.4 Tenderers shall include for all costs in connection the collection of keys from Fingal County Council and the delivery of keys to FCC on completion of the works.

21.5 Where the Contractors tendering are a registered company, and the Form of Tender and the general summary in the Pricing schedule do not bear the seal of the company, they must be signed either by a director of the company or a person duly authorised by the company whose authorisation to sign must be stated.

**22 Fixed Price Contract**

There is no Price Variation Clause. The Contractor shall provide for this in its tender.

**23 Health & Safety Requirements**

(a) The contractor will be appointed as Project Supervisor Construction Stage according to the current Safety Health and Welfare at Work Act (Construction) Regulations ("**Regulations**") and the contractor will be required to accept this appointment in writing within 5 days of the contract coming into effect.

(b) Particular reference is drawn to current National requirements relating to the Covid-19 pandemic.

(c) The Tender Price shall include all costs, which may be incurred by the successful Tenderer in complying with its obligations pursuant to the Regulations. Tenderers must include for the cost of the Health & Safety Co-Ordinator (Construction Stage).

(d) During the detailed evaluation of Tenderers, the Tenderer shall, if requested, submit the following documentation:

- its proposed Safety Statement for the Works.
- its developed Safety Plan / SSWP
- Safety Statement

These documents shall be accompanied by a written warranty by the Contractor that same comply with the requirements of the Regulations.

**24 Freedom of Information Act 2014**

The Freedom of Information Act, 2014, applies to Fingal County Council. If a tenderer considers that any of the information supplied by him/her is either commercially sensitive or confidential in nature, it should be identified and the reason for its sensitivity specified. In such cases the relevant information may, subject to the provisions of the Act, be protected in response to Freedom of Information requests.

**25 Protection of Employees on Transfer of Undertakings**

Participants are advised that in the event of significant transfer of undertakings, businesses or parts of businesses, the provisions of SI 131 of 2003 European Communities (Protection of Employees on Transfer of Undertakings Regulations 2003 (the "**TUPE Regulations**") may apply. The successful tenderer will therefore be required to indemnify the contracting authority

fully in respect of any losses, damages, costs or expenses of any kind incurred arising from their compliance with the TUPE Regulations. At tender stage, tenderers will be required to inform themselves by their own enquiries as to the potential applicability of the TUPE Regulations and to take this factor into account when preparing their tenders, which will be deemed to include all the potential costs likely to be incurred as a result of any ensuing obligations under TUPE.

**26 General Data Protection Regulation**

Tenderers are required to comply with all directions with regard to:

(i) The requirements of Data Protection Law and such guidelines as may be issued by the Data Protection Commissioner from time to time, including but not being limited to:

- The General Data Protection Regulation 2018 (including, but not limited to, provisions relating to the processing of data, ensuring the security of data and restrictions on transfers of data abroad) and any legislation and regulations implementing same; and
- Data Protection Acts, 1988 and 2003.

(ii) The use and application of all and any Confidential Information or Data (including personal data as defined in The General Data Protection Regulation.

(iii) Local security arrangements deemed reasonably necessary by the Contracting Authority including, if required, completion of documentation under the Official Secrets Act, 1963 and comply with any vetting requirements of the Contracting Authority including by police authorities

(iv) Tenderers are required to confirm their compliance with the General Data Protection Regulations using the declaration form issued with these documents.

**27 Termination/Removal from Framework**

27.1 The Council reserves the right to terminate the Contract at any time prior to the end date if it so wishes. If this occurs the Contractor will be notified in accordance with the Contract.

27.2 If it is found that any contractor has submitted false information or if information submitted becomes noncompliant with the requirements of this Framework due to a change in the contractor's circumstances, then that contractor may be removed from the Framework.

**28 Insurance of Council Contracts**

28.1 Contractors should note that prior to the execution of the Contract, a letter will be required from the appropriate Insurer certifying that all the required insurances referred to in the Contract have been procured by the Contractor and that the Council will be notified if any of these are allowed to lapse.

28.2 The Council requires that the Contractor will procure and maintain Public Liability Indemnity insurance will be for a minimum limit of €6,500,000.00 in relation to all contracts built for the Council in respect of any one accident. In the case of Contractors All Risks Policies, the

Council require that an escalator clause of 25% in excess of the amount of the Contract should be provided for.

**29 Health & Safety Documentation**

29.1 Documentary Requirements to be included with Tender:

(a) Signed completed Contractor PSCS Questionnaire.

29.2 Prior to signing of Contract, the successful Contractor shall provide the following information:

(a) Details from the Company Safety Officer of the following:

- Company Contacts
- Safety History
- Details
- Safety Management System
- Insurance

(b) The Contractor Qualification Form should be completed in full and returned to the Council.

(c) Company Safety Statement:

All companies are required to have a Company Safety Statement under the requirements of the 2005 Safety, Health and Welfare at Work Act 10 of 2005.

(d) Training Records:

Where applicable the following should be submitted:

(i) Safe Pass Records (photocopy of the cards or where cards have not been issued photocopy of attendance sheet showing clearly the attendee names, venue of course, date of course and tutor name – this may also be in the form of a signed letter (company headed paper required) from the company training officer).

(ii) Copies of CSCS Records: Records (photocopy of the cards or where cards have not been issued photocopy of attendance sheet showing clearly the attendee names, venue of course, date of course and tutor name – this may also be in the form of a signed letter (company headed paper required) from the company training officer).

(iii) Copies of Occupational First Aid Certificates: (photocopy of the certificate or where certificate has not been issued photocopy of attendance sheet showing clearly the attendee names, venue of course, date of course and tutor name – this may also be in the form of a signed letter (company headed paper required) from the company training officer).

(iv) Manual Handling: A signed letter on company headed paper should be submitted indicating that personnel who shall be working on Council sites have received Manual Handling training in line with the Manual Handling Regulations 1993. This letter should be signed by the Company Training Officer/Safety Officer and should also clearly indicate the date refresher training is required.

(v) Specialist Training Undertaken: Can include Confined Space Entry, Hazardous Chemical Handling Training etc and may be submitted as a letter confirming training has been undertaken on Company Headed Paper signed by the Company Training/Safety Officer.

(e) Safety Program for the Coming Year:

Detail of the training courses (toolbox talks, manual handling training etc), audits etc to be undertaken by the Company during the course of the year.

(f) Site Method Statement / Risk Assessment:

Where works are being undertaken who pose specific hazards to Contractor Personnel a site-specific Method Statement/Risk Assessment shall be carried out, defined and submitted. Examples of where this document can be defined but not limited to the following – Confined Space, Handling Hazardous Chemicals, Working with High Voltage Electricity, Undertaking Construction works, Working at Height, Undertaking works which are notifiable to the H.S.A.

(g) Equipment Certification:

Where equipment such as forklifts, slings etc (lifting appliances) are to be used copies of current certification shall be submitted.