

# Instruction to Tenderers

for

*The  
Project*

using

FCC/112/26 Establishment of a Multi Supplier Design & Build Contractor Framework for Design & Build Works ranging from €20m-€60m with and initial contract for the Design and Construction of 30 No. Apartments and Associated Works at Blakestown Cross, Mulhuddart, Dublin 15, 34 No Dwellings and Associated Works at Woodside, Swords, Co Dublin and 32 No. Dwellings and Associated Works, Park Rd., Kenure, Rush Co Dublin.

the

## Open Procedure for WORKS CONTRACTORS

where the Contract to be awarded is PW-CF1, PW-CF2, PW-CF3, PW-CF4 or PW-CF5

Office of Government Procurement

Instructions to Tenderers  
for Works Contractors  
under an Open Procedure  
Document Reference ITT-W2 v3.0

18 November 2024

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Published by: Office of Government Procurement  
Department of Public Expenditure, NDP Delivery & Reform  
Government Buildings  
Upper Merrion Street  
Dublin 2

## Preface

The Contracting Authority is making these documents available to Applicants for the contract 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

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 a 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.

## Instructions to Tenderers- Open Procedure for Works Contractors

Applicants must not make any assumptions that the Contracting Authority has prior knowledge of their organisation or service provision. Tenderers will only be evaluated on the information contained in their Tender (as may be clarified in accordance with these Instructions).

## Introduction

### 1.1 This procedure

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

These documents set out the suitability assessment criteria, the award criteria and the evaluation and award process which will be followed by the Contracting Authority in making the assessment of which tender is either the lowest price or the most economically advantageous. 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:

Documents (when fully completed by the relevant parties) to be included in the Contract:

- Volume A: Works Requirements
- Volume B: Form of Tender and Schedule
- Volume C: Pricing Document
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Also included in the contract but not part of the documentation being made available to Applicants at the start of the tendering period is the Letter of Acceptance, the Agreement (where relevant), and the Conditions of Contract which the Contracting Authority issues at award stage. The successful Tenderer's Works Proposals will also be part of the Contract. Furthermore, any post tender clarifications that are part of the contract will be included in the Letter of Acceptance.

Documents not to be included in the Contract:

- the invitation letter
- these Instructions
- Suitability Questionnaire(s) as follows:
  - SAQ for Works Contractors Open Procedure Ref. QW2 v2.1 09-01-25
  - 
  -
- the information referred to in Appendix 3 to these Instructions
- any other information made available to Applicants not stated to amend the Contract documents.

Further information may be issued as described in the information referred to in Appendix 3 to these Instructions.

### 1.3 The Contract

If the Contracting Authority enters a Contract for the Works, it will do so by issuing a Letter of Acceptance. The Contractor and the Contracting Authority will subsequently execute an Agreement. The Contract, if formed, will consist of:

- the Agreement
- the Letter of Acceptance to be issued by the Contracting Authority and any post-tender clarifications listed in it
- the form of Conditions identified in the Particulars,
- the Works Requirements (Volume A)
- Form of Tender and Schedule (Volume B)
- the completed Pricing Document (Volume C)
- Tender clarifications during and post the tender period
- Works Proposals to be submitted with the Tender (where required)

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:

- the invitation letter
- these Instructions
- Suitability Questionnaire(s)
- the information referred to in Appendix 3 to these Instructions
- any other information issued to Applicants not stated to amend the Contract documents
- additional information to be submitted with Tenders, as specified in Appendix 2 to these Instructions any other information submitted with Tenders and not called for in these Instructions.

### 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

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**

Not applicable

## **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).

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

## 5 Requirements for Tenders

### 5.1 Delivery

Tenders must be received in accordance with the means of tender delivery<sup>1</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 Tender Documents

Attached to these Instructions are the documents listed in the Particulars under *Tender Documents*. Documents listed in the Particulars as *Documents to be included in the Contract* or any amendment to them which have been made available to Applicants will form part of the Contract. These will include<sup>2</sup>:

- the Agreement
- the form of Conditions identified in the Particulars,
- Works Requirements (Volume A)
- The completed Form of Tender and Schedule (Volume B)
- the Pricing Document Volume C)
- Applicable Model Forms
- the Letter of Acceptance issued by the Contracting Authority and any post-tender clarifications listed in the letter
- Works Proposals to be submitted with the Tender (where required)

Where required, collateral warranties from Specialists, a performance bond, reliance guarantee or reliance warranties will be required to be provided.

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<sup>1</sup> Note to Contracting Authority: EU Directive 2014/24/EU and the European Union (Award of Public Authority Contracts) Regulations 2016 mandate that all tender submissions to which the directive and regulations apply shall be made by electronic means except where the reasons specified in Regulation 22(3) apply or where the Contracting Authority intends to apply Regulation 21(3).

<sup>2</sup> This is not an exhaustive list.

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

- the invitation letter
- these Instructions
- the information referred to in Appendix 3 to these Instructions
- any other information issued to Applicants not stated to amend the Contract documents.
- additional information to be submitted with Tenders, as specified in Appendix 2 to these Instructions

any other information submitted with Tenders and not called for in these Instructions or in post tender clarifications.

### 5.3 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.

### 5.4 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)
- Works Proposals containing the information specified in Appendix 1 to these Instructions
- additional information specified in Appendix 2 to these Instructions.

Where delivery is required by hand or prepaid registered post, the originals of Volume B and Volume C 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.

Tenderers must fill in all the spaces in the Schedule (i.e. Works Proposals in Part 1 and all of Part 2) reserved for the Tenderer. No amendments or alterations to the Form of Tender or attached Schedule are permitted save for (i) completing them in accordance with their terms and (ii) the inclusion of alternative signature blocks in the event that the template signature blocks are not suitable having regard to the characteristics of the Tenderer or the circumstances of the signing.. Any other amendments/alterations may result in the Tenderer's tender being rejected.

### 5.5 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.

## 5.6 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.

## 5.7 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 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 0.25% of the tendered Contract Sum.

If a Bill of Quantities includes method-related charges, the total amount of method-related charges must not exceed 0.25% 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.

### **5.8 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.

### **5.9 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.

### **5.10 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.

This paragraph is only relevant if there are panels of Specialists listed in the Works Requirements and an Applicant wishes to change a specialist listed in the Works Requirements by offering an alternative. If a change is proposed it should be indicated in writing with a new suitability assessment questionnaire for the proposed new Specialist to the Contracting Authority before the last date stated in the Particulars. Furthermore, it should also clearly name the proposed alternative Specialist in the Schedule, part 2E provided the alternative has not already been rejected by the Contracting Authority. If a change is being proposed the Applicant must submit a completed Suitability Assessment Questionnaire for the alternative Specialist providing the same level of information as was required for the listed Specialist in the Works Requirements. The Contracting Authority will conduct a suitability assessment of the alternative Specialist on the same basis as the original procedure used for listed Specialist in the Works Requirements. Following the assessment, if the Contracting Authority concludes that the Applicant's Specialist has not received sufficient marks equal to or greater than the marks obtained by the panel Specialist with lowest marks, the Applicant may not include that Specialist in the tender submission. However it may opt to include one of the panel Specialists provided it has named the panel Specialist in Schedule Part 2E and has included a letter from that Specialist agreeing to enter a contract with the Tenderer to perform the identified element if the Tenderer is awarded the contract.

If an Applicant proposes an alternative Specialist before the last date to make such a proposal (as stated in the Particulars) including submitting a Suitability Assessment Questionnaire for the proposed Specialist, the Contracting Authority shall notify the Applicant of the decision on the Specialist before the last date for submitting tenders.

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, and the above provisions for substitution apply.

**Note:** If Specialists are not required for a particular project the words 'not applicable' should be entered by the Contracting Authority opposite the relevant reference (i.e. section 5.10) in the Particulars.

### 5.11 Project Supervisor

The Contractor or its nominee will be appointed as project supervisor for the construction stage (or for both the design process and 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 (or for the design process and the construction stage) in its SAQ Response, the Tenderer must name in Works Proposals the project supervisor(s) so named.

If the Tenderer has not named a nominee in its SAQ Response for appointment as project supervisor for the construction stage (or for the design process and the construction stage, if required by the Works Requirements) 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.

### 5.12 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.

### 5.13 Deposits

Where the Particulars state that a deposit<sup>3</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>3</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 award criterion is the most economically advantageous Tender meeting the specified minimum criteria (if any), including those in the Suitability Questionnaire(s).

The assessment of the most economically advantageous Tender will be made on the basis of the award criteria in the Particulars.

Options, variant tenders, and standard tenders will be assessed according to these criteria.

### 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. See also section 10.4.

### 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<sup>4</sup>

**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 template in Appendix 4 to these Instructions.

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<sup>4</sup> Note to Contracting Authority: Contracting Authorities may include here a provision for a review procedure whereby a Tenderer who disputes a decision of the Contracting Authority about whether a Tender complies with this ITT may raise the matter with the Contracting Authority. The review procedure should include appropriate timelines for the submission of the query and response times.

For the purpose of assessing the Comparative Cost of Tenders only, the Contracting Authority will assume that there will be Compensation Events involving payment of the amounts stated in Appendix 4 to these Instructions.

The Comparative Cost of Tender will be carried out to each Tender before the adjustment referenced in section 8.4 is carried out for the agreed lump sum fee for the Standing Conciliator (where applicable).

## 9.6 Assessment of other criteria

Formulae used to arrive at the Price and Technical Merit scores are as follows:

(a) Any Tenderer:

- (i) achieving less than 40% of the maximum marks on an individual 'quality' criterion or
- (ii) achieving less than 50% of the total available quality marks

will be excluded from further consideration.

(b) Those Tenderers whose tenders have not been excluded following the carrying out of the compliance check at Section 9.3 and the evaluation against the quality criteria at (a) above will then have their tender prices assessed.

(c) The price score will be the Comparative Cost of the Tender as calculated in Appendix 5 below

(d) The Tenderer with the lowest overall notional tender price following the assessment at (a), (b) and (c) above will be awarded the maximum marks available for price. Other Tenderers eligible for appointment are then scored by deducting one percent of the total marks available for price for every one percentage points difference between the lowest eligible price and that of the Tenderer under consideration. The lowest price mark which can be obtained is zero. Fractions of points shall be rounded to the nearest whole mark.

Price marks for Tenderer =  $A \times (C/B)$

Where:

A = Total marks available for price

B = Tender price of Tenderer

C = Lowest eligible tender price

(e) In the quality assessment, the Tenderer(s) considered to have the highest technical merit in each criterion being assessed will be given the maximum marks available for that criterion. All other Tenders will be marked for each criterion relative to the tender(s) assessed as having the highest technical merit for that criterion. Each Tenderer's quality marks for each criterion shall be totalled at

the end of the assessment process. The highest scoring Tenderer eligible for appointment will then be awarded 100% of the available marks for quality and all others will be awarded a proportion of the total available marks equal to the proportion that their quality score represents of the highest scoring Tenderer. Fractions of points shall be rounded to the nearest whole unit.

Quality marks for Tenderer =  $A \times (C/B)$

Where:

A = Total marks available for quality

B = Total marks awarded to highest scoring Tenderer for all quality criteria

C = Total marks awarded to Tenderer for all quality criteria

(f) In Criterion A Project Delivery the programme duration shall be marked using the formula:

$A = 50 + 50 [(24-B)/6]$  where

A = Total marks awarded for contract duration

B = The tenderer's contract duration in months, being in the range 18 - 24 months.

(g) The quality and price marks for the Tenderers which have not been excluded must have regard to the Quality: Price Ratio set out in the Particulars. Each Technical Merit Criterion will be assessed on the basis set out in the Award Criteria and on the information and details submitted with Tender as required in Appendix 1: Works Proposals.

The Methodology for evaluating Technical Merit criteria are as follows:

90-100% - Outstanding A very comprehensive response demonstrating extensive understanding offering full assurance to client - fully supported with no reservations.

80-89% - Excellent An excellent response demonstrating excellent understanding offering assurance to client - strongly supported.

70-79% - Very Good A very good response demonstrating very good understanding offering assurance to client - fully supported.

60-69% - Good A good response demonstrating good understanding offering assurance to client - well supported.

50-59% - Acceptable An acceptable response demonstrating a minimum understanding offering assurance to client - satisfactorily supported.

25 – 49% - Mediocre Response demonstrates limited understanding with insufficient or no detail and a risk of non-delivery. This is unacceptable and a fail.

1 – 24% - Poor Response demonstrates very limited understanding of the requirements and has fundamental flaws and lacks credibility with a significant risk of non-delivery. This is unacceptable and a fail.

0% - No response Response completely fails to address the criterion under consideration. This is unacceptable and a fail.

Marks between the base lines outlined above can be awarded where responses so merit additional marks.

The Tenderer with the highest final score as determined by the formula below will be the Most Economically Advantageous Tender. In the event of a tie between Tenderers, the Tenderer with the highest marks for quality will be the Most Economically Advantageous Tender. In the event of a tie on the basis of quality marks, those Tenderers tied on quality marks will have their names included in an independently witnessed draw to determine the Most Economically Advantageous Tenderer.

$$\text{Final score} = (A/B \times C) + (D/E \times F)$$

Where:

A = Tenderer's total quality marks as determined at Section 9.5(e)

B = Total marks available for quality

C = Quality Ratio as set out in Quality : Price Ratio in the Particulars

D = Tenderer's total price marks as determined at Section 9.5(d)

E = Total marks available for price

F = Price Ratio as set out in Quality : Price Ratio in the Particulars

Each Technical Merit Criterion will be assessed on the basis set out in the Award Criteria and on the information and details submitted with Tender as required in Appendix 1: Works Proposals.

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## 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 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.

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

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

### 10.3 Letter to Successful Tenderer

Whichever *Letter to Successful Tenderer* issues (O.eu6 or O.na6) it should request the Tenderer to submit to the Contracting Authority any or all of the following:

- the performance bond required under the Contract
- evidence of the insurances required by the Contract
- evidence of tax compliance from the Revenue Commissioners
- any required appointment as project supervisor for the construction stage or the design process and the construction stage
- Names and details of the Contractor's 2 members of the Project Board for inclusion in the Form of Tender and Schedule-Part 3A.
- Written confirmation of participation of project team as tendered
- Collateral warranties from all the design team members as per the Form of Tender and Schedule Part 1F (i) Collateral Warranties (Sub-clause 5.5)
- Detailed programme of works including resources allocated and management arrangements to complete the works
- An indicative cash flow for the project
- Any other information reasonably requested

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

- Proceed according to the process in section 10.2 above to initiate award to the Tenderer who submitted the next most economically advantageous Tender, or lowest priced, or
- Allow the Tenderer to whom the *Letter to Successful Tenderer* was addressed additional time to provide the documents or

Issue the Letter of Acceptance to the Tenderer to whom the *Letter to Successful Tenderer* was addressed (even though the documents have not yet been provided)<sup>5</sup>.

#### **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 as a deed unless the Particulars say that the Contract may be executed under hand.

#### **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>5</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- Open Procedure for Works Contractors

|          |                                                                                                                         |
|----------|-------------------------------------------------------------------------------------------------------------------------|
| 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                                                               | FCC/112/26 Establishment of a Multi Supplier Design & Build Contractor Framework for Design & Build Works ranging from €20m-€60m with and initial contract for the Design and Construction of 30 No. Apartments and Associated Works at Blakestown Cross, Mulhuddart, Dublin 15, 34 No Dwellings and Associated Works at Woodside, Swords, Co Dublin and 32 No. Dwellings and Associated Works, Park Rd., Kenure, Rush Co Dublin.                                                                                                                                                                                                  |                        |
| Comprising                                                               | The Design & Construction of 30 No. Apartments at Blakestown Cross, Mulhuddart, Dublin 15, 34 No Dwellings at Woodside, Swords, Co Dublin and 32 No. Dwellings at Park Road., Kenure, Rush Co Dublin and the associated site works as scheduled and included in Volume A including Works Requirements comprising of: Architects Specifications and Indicative Drawings; Civil and Structural Engineer's Specifications and Indicative Drawings; Landscape Architect's Specification and Indicative Drawings; Mechanical and Electrical Engineer's Specification and Indicative Drawings; Employer's Requirements and Preliminaries |                        |
| At                                                                       | Mulhuddart, Dublin 15 and Swords, Co. Dublin and Rush, Co. Dublin                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                        |
| For                                                                      | Fingal County Council                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                        |
| Using<br>(Instructions section 1.3)                                      | The form of Conditions set out in the Public Works Contract for Building Works Designed by the Contractor with a cited revision reference commencing with v2 published on <a href="http://constructionprocurement.gov.ie/contracts/">http://constructionprocurement.gov.ie/contracts/</a> on the date 10 days before the latest date for submission of Tenders (disregarding any amendments posted on that date).                                                                                                                                                                                                                  |                        |
| Novation                                                                 | Contract to be novated as a Specialist contract                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | No                     |
| Means of Communication<br>(Instructions section 2.1, 2.3)                | The means of communications between the Applicant and the Contracting authority in relation to the competition shall be by eTenders platform                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                        |
|                                                                          | Not Applicable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                        |
| Supplemental Information and Queries<br>(Instructions sections 2.2, 2.3) | Latest date for queries                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | as per eTenders notice |
|                                                                          | Date after which Contracting Authority will not normally issue supplemental information or responses to queries                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | as per eTenders notice |

## Instructions to Tenderers- Open Procedure for Works Contractors

|                                                    |                |                |
|----------------------------------------------------|----------------|----------------|
| Change panel Specialist [Instruction Section 5.10] | Not Applicable | Not Applicable |
|----------------------------------------------------|----------------|----------------|

|                           |                             |                                                          |            |  |
|---------------------------|-----------------------------|----------------------------------------------------------|------------|--|
| Timetable for Competition | Contract Notice date:       | <i>as date on eTenders</i>                               | Reference: |  |
|                           | Interviews (if required):   | N/A                                                      |            |  |
|                           | Decision on Contract Award: | <i>Estimated within 8 weeks after receipt of tenders</i> |            |  |

|                                            |                                                                     |
|--------------------------------------------|---------------------------------------------------------------------|
| Tender Deadline (Instructions section 5.1) | Latest date and time for submission of Tenders: as date on eTenders |
|--------------------------------------------|---------------------------------------------------------------------|

|                                                     |                                         |                       |
|-----------------------------------------------------|-----------------------------------------|-----------------------|
| Means of tender delivery (Instructions section 5.1) | Means of Tender delivery <sup>6</sup> : | the eTenders platform |
|                                                     | Not Applicable                          |                       |

|                                    |                                                                                                                        |                       |
|------------------------------------|------------------------------------------------------------------------------------------------------------------------|-----------------------|
| Copies (Instructions sections 5.2) |                                                                                                                        |                       |
|                                    | Number of Paper Copies of Tender                                                                                       | N/A                   |
|                                    | Number and type of Electronic Copies of Tender:                                                                        | One Copy via eTenders |
|                                    | Where delivery is by hand or registered prepaid post, Tenderers should obtain a signed receipt acknowledging delivery. |                       |

|                                  |                                                                                                                                                                                                                                                                                                                    |
|----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Other (Instructions section 2.4) | <p>As Section 2.4, all communications with regard to this tender to be issued via eTenders, the OGP electronic tendering platform including all Tender Submissions.</p> <p>Submissions must be submitted via the electronic postbox available on <a href="http://www.etenders.gov.ie">www.etenders.gov.ie</a>.</p> |
|----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

<sup>6</sup> where the competition is subject to the European Procurement Regulations, either “electronic submission” or “the eTenders platform” must be entered.

Only Submissions submitted to the electronic postbox will be accepted.

Submissions submitted by fax or post/courier will NOT be accepted.

Applicants must ensure that they give themselves sufficient time to upload and submit all required documentation before the Submission Deadline.

Applicants should take into account the fact that upload speeds vary. There is a maximum of 4GB for the total (combined) documents sent to the electronic postbox.

In order to submit a document to the electronic postbox, please note that you must click "Submit Response". After submitting you can still modify and re-send your response up until response deadline. Applicants should be aware that the 'Submit Response' button will be disabled automatically upon the expiration of the response deadline.

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 Contract**

The Agreement

The form of Conditions set out in the Public Works Contract for Building Works designed by the Contractor PW-CF2 published on the Construction Procurement website, on the date 10 days before the latest date for submission of tenders (disregarding any amendments posted on that date)

The Agreement (PW-CF2, for building works designed by the Contractor);

The completed Form of Tender and Schedule;

Works Proposals prepared by the contractor (including programme);

Volume A - The Works Requirement Documents prepared for tender by the Employer;

Volume B - The Form of Tender and Schedule fully completed

Volume C - The Pricing Document fully completed

The appointment and acceptance of appointment as Project Supervisor for the Design Stages;

The appointment and acceptance of appointment as Project Supervisor for the Construction Stage Stage;

Collateral Warranties with Specialists as listed in the Form of Tender and Schedule

Any post-tender clarifications including minutes of the post tender clarifications meeting

**Documents for information purposes only** (*not* to be included in the Contract)

Background Information Pack as listed in Appendix 3

Further information may be issued as described in these Instructions

Deposit  
(Instructions  
section 5.13)

Deposit required on issue of tender documents

Not Applicable.

Format of Tender  
Submissions  
(Instructions  
section 5.4)

Where delivery is by hand or registered prepaid post, Tenderers should submit their tender in a sealed envelope or box (the “Outer Envelope”<sup>7</sup>) containing one or a series of separate sealed envelopes or boxes, each containing one or more separate bound folder for each of:

- completed volume B
- completed volume C
- Works Proposals
- Additional information specified in Appendix 2 to these Instructions

Each envelope or box within the Outer Envelope must be clearly marked with the name of the Tenderer, the name of the Contract, and the content, and, if more than one copy is required, the copy number: for example “Tender of ABC Limited for [contract title], Volume C, Pricing Document, copy 1, master’. If more than one Tender is permitted or required, each envelope or box must also be marked with the unique identifier required under section 6.4 of these Instructions.

The SAQ Response(s) and supporting documentation for the Tenderer and its Specialists including any proposed alternative Specialists should be clearly labelled “SAQ Response” and kept separate in a sealed envelope or box inside the “Outer Envelope” from any of the other sealed envelopes or boxes which contain the tender submission.

Where 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 volume B
- completed volume C
- Works Proposals
- Additional information specified in Appendix 2 to these Instructions
- SAQ Response(s). The SAQ Response(s) and supporting documentation for the Tenderer and its Specialists including any

<sup>7</sup> This may be an outer box with sealed wrapping.

proposed alternative Specialists should be clearly labelled “SAQ Response”.

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

All uploaded documents (other than the Pricing Document, which must be submitted in a *read only* PDF format) should be saved in the format stated below. The *read only* PDF Pricing Document must be marked “Master Pricing Document”.

All documents that require signature must be signed prior to converting to the required file format stated below.

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 the unique identifier required under Section 6.4 of these Instructions.

The required file format for electronic documents is:

PDF

Language  
(Instructions  
section 5.3)

English

Pricing  
(Instructions  
section 5.7)

Pricing Format: Lump Sum

Substantial  
Completion  
(Instructions  
section 5.9)

Earliest and latest dates for  
Substantial Completion

As tendered, with the earliest date to be  
18 months after the Contract Date and  
latest date to be 24 months after the  
Contract Date

Form of Tender  
to be sealed  
(Instructions  
section 5.12)

No

Mandatory  
Options

Are mandatory options required? No

## Instructions to Tenderers- Open Procedure for Works Contractors

|                                                          |                                                                                                                                                                                                                                                                                                                  |
|----------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (Instructions section 6.2)                               | Not Applicable                                                                                                                                                                                                                                                                                                   |
| Variants<br>(Instructions section 6.3)                   | Are variant tenders permitted? No<br>If variant tenders are permitted, is a standard tender also required?<br>Not Applicable<br>Minimum requirements for variants: Not applicable                                                                                                                                |
| Number of<br>Tenders<br>(Instructions section 6.4)       | Maximum number of Tenders per Tenderer: One                                                                                                                                                                                                                                                                      |
| Tender validity<br>period<br>(Instructions section 10.1) | As stated in Form of Tender in volume B.                                                                                                                                                                                                                                                                         |
| Agreement<br>(Instructions section 10.5)                 | To be executed under seal.                                                                                                                                                                                                                                                                                       |
| Review<br>Procedure<br>(Instructions Section 9.4)        | Not Applicable<br><br><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. |

Award Criterion  
(Instructions  
section 9.1)

| <b>Most Economically Advantageous Tender</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| <b>Price</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                       |
| <i>Price Criterion</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>60%</b>            |
| <i>Not Applicable</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>Not applicable</b> |
| <i>Not Applicable</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>Not applicable</b> |
| <b>Technical Merit</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                       |
| <p><b>CRITERION A- PROJECT DELIVERY: - 1200 Marks</b></p> <p><i>Part 1A - Resourcing (600 Marks):</i></p> <p><i>Tenderers to provide an Organisational Chart(s) identifying the team structure and individuals responsible for all roles identified in Appendix 1 below. (120 Marks)</i></p> <p><i>Tenderers to provide CV's for the individuals filling all roles identified in Appendix 1 below (480 Marks)</i></p> <p><i>Tenderers to ensure Organisational Chart(s) clearly define the roles on per project basis along with denoting individuals that are full time site based versus part time office based.</i></p> <p><i>Part 1B - Programme (600 Marks):</i></p> <p><i>The Tenderer to provide a detailed programme(per project) for the Design and Build and delivery of the Blakestown, Woodside and Park Road projects in accordance with the contract requirements. The Programme to include the information and details as described in Part 1B - Programme in Appendix 1 Works Proposals.</i></p> <p><i>300 Marks are allocated for the quality of the programme as outlined in Appendix 1.</i></p> <p><i>The other 300 Marks are allocated for the duration of the programme, assessed as outlined in Appendix 1.</i></p> | <b>12%</b>            |
| <p><b>CRITERION B - BUILDING SYSTEM &amp; SPECIFICATION - 2100 Marks</b></p> <p><i>The Quality and Specification Proposal shall describe the quality and specification of the Construction Methods and Building System and the quality and specification of the materials, finishes, equipment and systems to be used. The Quality and Specification Proposal to include the information and details as set out in Appendix 1 below:</i></p> <p><i>Part B1 - Structural &amp; Construction System along with detailing of same (1200 Marks)</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>20%</b>            |

|                                                                                                                                                                                                                                                                                                                                                                                                                                       |                       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| <i>Part B2 - Specification (900 Marks)</i>                                                                                                                                                                                                                                                                                                                                                                                            |                       |
| <i>CRITERION C - PROPOSALS FOR CIVILS, SERVICES, LANDSCAPE, FIRE SAFETY &amp; ACOUSTIC DESIGN- 900 marks</i><br><br><i>Proposals to include the information and details as set out in Appendix 1 below:</i><br><br><i>Part C1 - Civils Proposal (150 Marks)</i><br><i>Part C2 - Building Services Proposal (330 Marks)</i><br><i>Part C3 - Landscaping Proposal (210 Marks)</i><br><i>Part C4 - Fire Safety Statement (210 Marks)</i> | <b>8%</b>             |
| <i>Not Applicable</i>                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>Not applicable</b> |
| <i>Not Applicable</i>                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>Not applicable</b> |
| <i>Not Applicable</i>                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>Not applicable</b> |
| <i>Not Applicable</i>                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>Not applicable</b> |
| <b>Total:</b>                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>100%</b>           |

Note: The combined total weightings for 'Price' and 'Technical Merit' must equal 100%.

The formulae for assessment purposes are provided under Section 9.6 of these Instructions.

**Or**

| <b>Most Economically Advantageous Tender</b> |                       |
|----------------------------------------------|-----------------------|
| <i>Not Applicable</i>                        | <b>Not applicable</b> |

## Appendix 1: Works Proposals

### Works Proposals to be submitted with Tender

Details of the Contractor's initial management arrangements for performing its Contract responsibilities, including systems, methods, planning and other preparations for providing personnel and resources, programming, recording, consultation, co-ordination and co-operation, and for flexibility, as referred to in the Contract.

#### CRITERION A - PROJECT DELIVERY:

##### PART 1A - RESOURCING:

##### ORGANISATIONAL CHART

The tenderer shall submit an organisational management chart(s) for the design, management and construction of the Blakestown, Woodside and Park Road per projects to cover all sections as included in the Form of Tender and Schedule.

The chart(s) should demonstrate the organisational structure in terms of overall management and integration for delivering each Project.

The chart(s) should identify the particular individuals for the Project to fulfil the roles listed below among others.

The charts(s) should clearly define persons who will be based onsite full time versus office based supporting roles. Supporting roles assignment(time in days) to the project to be noted also.

##### CV'S

The tenderer shall also provide CV's for the individual proposed for each of the roles below, per project. The CV's shall not exceed 4 pages and contain details of at least 2 relevant projects for each individual.

CV's shall be marked with reference to the required experience stipulated below. CV's not demonstrating the minimum appropriate experience shall receive no marks.

It is expected that a minimum of two individuals will be listed for all key design roles when splitting across the three projects. Site specific personal are expected to be listed per project.

##### a) MANAGEMENT PERSONNEL

- Contracts Director - With Appropriate Experience on projects of a similar type and scale. Submission to note if role is full time assigned to one or more of the projects.
- Contracts Manager(s) - With Appropriate Experience on projects of a similar type and scale. Submission to note if role is full time assigned to one or more of the projects.
- Design Coordinator(s) - with appropriate experience of driving and coordinating design inputs on projects of similar type and scale. Submission to note if role is full time assigned to one or more of the projects.
- Site Manager - With Appropriate Experience on , projects of a similar type and scale.
- M&E and fit-out Coordinator - with appropriate experience incl. large scale apartment/student housing/residential

b) STATUTORY ROLES

- PSDP - with Appropriate experience on a project of similar type and scale
- PSCS - with appropriate experience incl. large scale apartment/student housing/residential
- Design Certifier - with appropriate experience incl. large scale apartment/student housing/hotel projects

c) SPECIALIST ROLES

- Fire Safety
- Project Director - with appropriate experience incl. large scale apartment/student housing/hotel projects
- Senior Design Engineer & Ancillary Certifier - minimum 10 years post-graduation experience incl. large scale apartment/student housing/hotel projects
- Sustainability
- BER Assessor, NZEB Consultant, HPI Management - with appropriate experience of large scale residential projects

d) DESIGN TEAM

ARCHITECTURAL

- Design Team Lead & Senior Project Architect - The Design Team Leader shall be the principal point of contact with the Contractor's Design Team for the Assigned Certifier. They shall be responsible for reviewing all design work and submittals produced by the Contractor's Design Team, ensuring that these are fully coordinated and fully compliant with the Building Regulations and the Works Requirements. They shall attend and lead regular design coordination and quality meetings with the Technical Assessment Team, Assigned Certifier and Contractor Team and shall attend any joint site inspections requested by the Assigned Certifier or Technical Assessment Team - Minimum 15 years post-graduation experience incl. large scale apartment/student housing/residential
- Project Architect - with minimum 10 years appropriate experience incl. large scale apartment/student housing/residential
- Site Inspector - with minimum 10 years appropriate experience incl. projects of similar scale and complexity. This role may be combined with one of the other roles scheduled above

CIVIL & STRUCTURAL

- Senior Project Engineer Structural - with minimum 10 years appropriate experience incl. large scale apartment/student housing/residential
- Senior Project Engineer Civils - with minimum 10 years appropriate experience incl. projects of similar scale and complexity

MECHANICAL & ELECTRICAL

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- Project Engineer Mechanical - with minimum 10 years appropriate experience incl. large scale apartment/student housing/residential
- Project Engineer Electrical - with minimum 10 years appropriate experience incl. large scale apartment/student housing/residential

### LANDSCAPE ARCHITECTS

- Project Landscape Architect - with minimum 10 years appropriate experience of projects of similar scale and complexity

### PART 1B - CONTRACTORS PROGRAMME

The Contracting Authority wishes to achieve the earliest practicable substantial completion and handover of each Project on its own merit. The individual Project Programme(s) will be marked as set out in the Award Criterion.

The tenderer shall provide a Level 4 programme for each Project as described in sub-clause 4.9 of the Public Works Contracts and shall be based on Project Delivery Sections 1 & 2. The Programme(s) marking shall assess the tenderer's understanding of the Design and Build process with respect to the full contract requirements, including design sign-off, material procurement, on and off-site manufacturing, transportation and delivery, construction, siteworks and completions, testing and commissioning, BER Assessment and NZEB compliance and HPI management, BC(A)R validation and handover of the project. The Programme should include for only site set up and non-BC(A)R site preparation works, along with design development, to be carried out in Section 1. The programme(s) should be fully resourced to demonstrate how the tenderer proposes to effectively resource and manage the contract, as appropriate, within the available timeframe. All the critical path activities and the contract programme contingency thresholds should be clearly highlighted.

The Contracting Authority wishes to achieve the earliest substantial completion and handover of the Project. The tenderer shall propose a programme for each project between 18 and 24 months in duration. A programme exceeding 24 months in duration shall receive 0 Marks. No additional marks shall be given for a programme of duration less than 18 months. The contract duration shall be marked using the formula outlined in S.9.6(f) above, resulting in a pro rata allocation of marks between 50 marks for a 24 month programme and 100 marks for a 18 month programme per project.

### CRITERION B: BUILDING PROPOSAL & SPECIFICATION

Tenderers shall provide a quality and specification proposal per project for the Design and Build and delivery of the Blakestown, Woodside and Park Road per project.

The quality and specification proposal shall demonstrate the compliance of the layouts with the works requirements, the quality and specification of the proposed construction methods and building system and the quality and specification of materials, finishes, equipment and systems to be used. The quality and specification proposal shall be marked as set out in the Award Criterion, and should include the following the following information and details:

Part B1 - Building Proposal along with detailing of same:

Tenderers shall provide:

1. A summary description (max. 20 pages) of the proposed construction methods and building system, along with any associated graphical material, to explain the process fully including all relevant MMC information such as off-site manufacturing, delivery to site and on site assembly and construction.
2. The General Arrangement Architectural and Structural Drawings listed in Appendix A of the Employer's Requirements. These shall be assessed for compliance with the Works Requirements layouts, for successful integration and coordination of the proposed building structure/building system, and for demonstration of the successful integration and coordination of any proposed Modern Methods of Construction.
3. The detailed 1:20 sections drawing listed in Appendix A of the Employer's Requirements worked up to show clearly the structural and construction systems proposed, the principal construction junctions (floor/wall, wall/roof, wall/balconies etc.), the detailing of elements such as windows, balconies. These shall be assessed with reference to the robustness and durability of the proposed system (both in use and during the construction phase, taking into account issues such as temporary weathering), any relevant certification of the system, the compliance with the design intent and the use of Modern Means of Construction.

**Part B2 - Specification:**

Tenderers shall fill out the detailed Product Specification Matrix Schedule included in the Tender Documentation, identifying the materials and products proposed in each instance. All relevant Product Data shall be submitted confirming compliance with TGD Part D along with the design life, warranties and future maintenance requirements for the proposed materials and to indicate compliance with the Building Regulations and with the Works Requirements and design intent. Any proposed improvements in the tendered specification that would reduce maintenance and other lifecycle costs, while satisfying the works requirements and design intent, will be rewarded in the marking.

**CRITERION C - PROPOSALS FOR CIVILS, SERVICES, LANDSCAPE AND FIRE SAFETY DESIGN**

**Part C1 - Civils Proposal:**

Tenderers shall provide a detailed description (max. 20 no. pages), along with the relevant drawings and submittals listed in Appendix A of the Employer's Requirements per project, of the civils design of the proposed projects including all underground services, demonstrating compliance with the relevant sections of the Building Regulations and with the Civil Works Requirements.

**Part C2 - Building Services Proposal:**

Tenderers shall provide a detailed description (max. 20 no. pages) of the building services proposal per project, including energy rating calculations, along with the relevant drawings and submittals listed in Appendix A of the Employer's Requirements, of the mechanical and electrical services design, demonstrating compliance with the relevant sections of the Building Regulation and with the Works Requirements.

**Part C3 - Landscaping:**

## Instructions to Tenderers- Open Procedure for Works Contractors

Tenderers shall provide a landscape plan and landscape details (the works requirements documentation may be re-submitted) and a detailed hard and soft landscaping specification including top soil and sub soil and planting schedule including work in the 18 month maintenance period.

### Part C4 - Fire Safety Statement:

Tenderers shall provide a Fire Safety Statement (max. 20 no. pages) describing how the construction methods and of each building system complies with the Building Regulations Part B - Fire Safety and to include an explanation of all relevant fire test reports and fire stopping required.

## **Appendix 2: Additional Information**

**Additional Information to be submitted with Tender**



## **Appendix 3: Information Pack**

### **Information Pack**

Blakestown Cross:

01. Contract Documents & Model Forms

02. Health & Safety

03. Planning Background Information

04. Surveys Background Information

05. Employers Background Docs

06. BIM Background Information

Woodside & Park Road:

01. Contract Documents & Model Forms

02. Health & Safety

03. Planning Background Information

04. Surveys Background Information

05. Employers Background Docs

06. FSC&DAC Reviews

07. BIM Background Information

## **Appendix 4: Template to be used by Contracting Authority to Calculate Comparative Cost of Tender**

### **Tender Evaluation**

For the purpose of tender evaluation (in relation to clause 10.6.4):

- (i) If the tendered percentage addition to costs of labour is negative or blank, the percentage adjustment to the costs of labour that will be used is 35%.
- (ii) If the tendered percentage addition to costs of materials is negative or blank, the percentage adjustment to the costs of materials that will be used will be 0%.

If the tendered percentage deduction to the costs of plant is more than 50% it will be read as a deduction of 50% and so used in the evaluation. If the entry is left blank it will be read as 0% and so used in the evaluation.

*Continued on next page*

*For Information Purposes Only: Applicants are not to complete this table*

| Contract Sum                                         |                          |   |                                                                              | € |
|------------------------------------------------------|--------------------------|---|------------------------------------------------------------------------------|---|
| Tendered Contract Sum (Form of Tender <sup>8</sup> ) |                          |   |                                                                              |   |
| Tendered Compensation Events Charges                 |                          |   |                                                                              |   |
| €breakdown as follows for each project €100,000      | labour                   | x | % adjustment (Schedule, part 2D)                                             |   |
| €breakdown as follows for each project €100,000      | materials                | x | % adjustment (Schedule, part 2D)                                             |   |
| €breakdown as follows for each project €100,000      | plant                    | x | % adjustment (Schedule, part 2D)                                             |   |
| 20 days                                              | Site Working Days' delay | x | tendered rate (Schedule, part 2D) <sup>9</sup>                               |   |
|                                                      |                          |   | Sub-Total                                                                    |   |
| Tendered Date for Substantial Completion (if used)   |                          |   |                                                                              |   |
| €breakdown as follows for each project €10,000       | Value per calendar day   | x | days in excess of the earliest date for substantial completion <sup>10</sup> |   |
|                                                      |                          |   | Sub-Total                                                                    |   |
|                                                      |                          | x |                                                                              |   |
|                                                      |                          | x |                                                                              |   |
|                                                      |                          | x |                                                                              |   |
|                                                      |                          | x |                                                                              |   |
| <b>TOTAL COMPARATIVE COST OF TENDER</b>              |                          |   |                                                                              |   |

<sup>8</sup> Where a Standing Conciliator is required in part 1N of the Form of Tender and Schedule a Reserved Sum is used in the Pricing Document to cover the estimated fee for the service. The Tender Sum on the Form of Tender and Schedule will be adjusted in accordance with section 8.4 of these Instructions where the identity of the Standing Conciliator and their lump sum fee is agreed between the parties prior to the issue of the Letter of Acceptance. (see section 8.4)

<sup>9</sup> Only to be used where Sub-clause 10.7.1 (2) – 'Tendered rate of delay costs' is selected in the Schedule, part 1K.

<sup>10</sup> Only to be used where tenderers are to complete the Schedule part 2C.