



Comhairle Cathrach & Contae Luimnigh

Limerick City & County Council

► Particular Specification for Leachate Removal at Gortadroma Landfill ◀

Particular Specification, Hire of Plant Agreement, Schedule of Prices for Leachate Removal Contract from Gortadroma Landfill, Ballyhahill, County Limerick.

Prepared by:

*,
Limerick City & County Council*

1.0 General.

This contract is for the provision of a leachate removal service at the Gortadroma Landfill, Ballyhahill, County Limerick.

Limerick City & County Council undertakes to hold confidential, any information in this tender subject to the Council's obligations under law including the Freedom of Information Act, 1997 - 2003. Should you wish that any of the information supplied in this tender/form should not be disclosed because of its sensitivity, you should, when providing the information, identify same and specify the reasons for its sensitivity. Limerick City & County Council will consult with you before making a decision on any Freedom of Information request received about sensitive information.

2.0 Contract Duration and Commencement.

The contract will be for a maximum 24 months tankering over a three-year period. The contract will commence when and if leachate removal is required and two weeks' notice will be provided to the contractor in advance of tankering. This tender is designed to cover the possible requirement to tanker leachate off site and therefore no minimum tankering period is specified.

The 'client' is Environment & Climate Action, County Hall, Dooradoyle, Limerick. Nominated representative is the Senior Executive Engineer or whomever that may be designated.

3.0 Scope of Contract.

The contract requires that plant/machinery and drivers be provided on a hire basis as per the following general scope to Limerick City & County Council for the period specified above;

- bulk tanker removal of leachate from site to nominated locations
- driver for completion of specified works, (will also be required CSCS and Safe Pass qualification).

Contract requires that sufficient capacity is maintained within the leachate lagoon. This is defined as top leachate level being a minimum of 1 m from top of the raw leachate lagoon (nominal holding capacity 1,000m³). Direction on levels is available from the site office and Facility Manager.

Removal of leachate will in normal operation be during the opening hours of the facility. This will be from 8.00 am to 4.30 pm Monday to Friday. Discharge from tankers at the designated Waste Water Treatment Plant (WWTP) may be by drip feed and the contractor will require one additional 30m³ tanker to meet this requirement.

Times of required operation may be changed from time to time to meet demand at the facility. Any changes in operating hours of the facility are at the discretion of the client and will be pre-notified to the contractor. No additional charges will be considered as a result of any such change in operating times.

Typical examples of such instances would be Bank Holiday weekends, extended closure of the facility during holiday periods, periods of high rainfall, closure/down-time of receiving WWTP.

The client and facility manager will have full discretion with regard to the activities to be undertaken by the contracted plant and driver.

The execution of the contract will have to be in compliance with Waste Licence W0017-04, a copy of which is available for review at www.epa.ie.

The contract includes for green public procurement and 5 % score (500 marks) is allocated under criterion D in the 'Tender Response Document'. Please provide a description of any initiatives in place to reduce greenhouse gas emissions and a description of any initiatives in place to reduce energy usage. Evidence has to be provided to support any initiatives proposed.

4.0 Waste Collection Permit/Transport Requirements

The successful contractor will require a Waste Collection Permit as issued by the National Waste collection Permit Office, Tullamore, Co. Offaly.

The permit will have to cover the transport of waste leachate European Waste Catalogue code (EWC 19 07 03) from Goradroma Landfill to Bunlickey(WWTP).

Bulk tankers will require adequate labelling to post notice of contents to others.

5.0 Contract Notices

5.1 Notification

Details of the request for submissions have been published in the following media.

1. The Irish Government Public Sector Procurement Opportunities website (<http://www.etenders.gov.ie>)

5.2 Contract Award

The contracting authority will review all valid submissions received and will undertake;

- an assessment of all valid tender submissions received
- interview and negotiate on tender price with contractor who is deemed most economically advantageous
- prepare a report on submissions and recommendation for contract award

The successful candidate shall be selected by Open Procedure in accordance with EU Directive 2004/18/EC

5.3 Contract Award Criteria

The contract if awarded, shall be on the basis of the weighted criteria set out below to the tenderer who has submitted a submission in compliance with the requirement of this brief. Failure to fully complete any part of the tender proposal may result in the submission being rendered invalid.

The Contracting Authority does not bind itself to accept the tender with the lowest stated tender total or any tender and will not pay any compensation for expenses incurred in connection with the preparation of the tender submission.

The contract will be awarded on the basis of the most economically advantageous proposal subject to the following criteria;

Refer to award criteria A to D in the Tender Response Document/

5.4 Additional information Required

- Details of similar contracts undertaken and reference details
- Details of turnover for of each of the last three years.

5.5 Tender Proposal

Tenderers shall submit a detailed Tender Proposal Document which shall include all information and documents duly signed and dated as required under the particular specification.

6.0 Quantities and Locations for Disposal

The quantity of leachate generated on site is a function of the rainfall rate, quantities are thus higher in periods of prolonged rainfall. Bunlickey is the designated Waste Water Treatment Plant to accept leachate. Schedule of destination of loads is as per 6.1.

6.1 Minimum criteria for contractor.

The contractor will be required to be able to provide for the removal of at least 60 m³ of leachate to Bunlickey WWTP on a 5 day week basis within the opening hours of the facility.

The contractor should satisfy themselves as to the time required to fill and discharge the tanker at this location.

The contractor is required to provide their own pumps for the removal and discharge of leachate at the landfill and WWTP.

In the event of pump failure it is the responsibility of the contractor to provide a substitute pumping system during repair. The contractor will be required to provide suitable contingency cover in the event of tankers/pumps failing to meet the requirements of the facility in relation to daily leachate removal.

Each vehicle must be provided with a spill kit to be used if inadvertent small spillage occurs during loading/discharge.

Each vehicle must also hold emergency contact numbers and the driver provided with mobile phone in the event of large spill incident or accident.

All vehicles must be maintained in a clean and roadworthy condition. Each tanker must be integrity tested annually, this will require that the tanker is filled with water and left stand for 12 hours, the rate of loss shall then be calculated. Vehicles that are found to be leaking will not be permitted to transport the leachate until repaired and retested.

The successful contractor will be required to complete a risk assessment of the proposed works and incorporate this into their Safety Statement and Safety Plan.

6.2 Calculation of Cost.

The quote for the removal of the leachate must be an all-inclusive rate based upon cubic meter of leachate removed per km, it may be taken that one cubic meter is equivalent to one tonne in weight.

Each vehicle used for haulage will be weighed at the weighbridge before and after leachate is loaded from the lagoon, the net weight being the difference between both thus indicating the tonnes/cubic metres being removed. Should the weighbridge not be in operation the weight of material will be taken as the average for that vehicle over the previous week.

The rate submitted must include for all ancillary costs associated with the transport of the material including the requirement for drip feed and the contractor will require one additional 30m³ tanker to meet this requirement.

Bunlickey WWTP is provided with a leachate holding tank, it is necessary for leachate to be discharged to this tank and not the foul water collection network.

One way distance from Gortadroma to Bunlickey WWTP may be taken as 43 kilometers.

The rates entered for the removal for the leachate are fixed fee, no adjustment of the rate will be considered during the contract term.

Note: For quotation purposes, use the one way distance x the rate x m³ to calculate cost per load.

7.0 Documentation to be Submitted.

Please submit the following documents at a minimum with your tender, failure to include the documents may invalidate the tender.

- A Tax Clearance Certificate or current Sub-Contractors C2.
- For non-resident Tenderers, a statement from the Revenue Commissioners in lieu of a Tax Clearance Certificate shall be required.
- Where Tenderer has more than one insurance policy, this should be notified to Council.
- Completed Council Official Tender Form together with - Hire of Plant Agreement and Insurance Requirements.
- Only Tenders on the Council Official Tender Form, duly completed and signed by the Tenderer will be considered.
- Completed Tender Response Document 5A

8.0 Particular Conditions

8.1 General requirements of all plant.

- The names of proposed drivers must be notified in the tender. Verification of having a FAS Safe Pass Card and Construction Skills Certification Scheme (CSCS) Card for operation in accordance with the Safety, Health and Welfare at Work (Construction) Regulations, 2006 will be required. Each operator will also required to provide verification of both before being allowed to enter the Gortadroma Landfill site.
- Noise emissions shall comply with the Environmental Noise Regulations 2006 and in addition all plant must be fitted with both acoustic panels in the engine bays and appropriate acoustic exhaust mufflers to provide a maximum level of active noise suppression.
- All equipment must comply with the Safety, Health and Welfare at Work Act, 2005 and all examination reports and test documentation relevant to the said equipment required under these Acts must be furnished to Limerick City & County Council in advance of hire commencement.
- The contractor is required to provide their own pumps for the removal and discharge of leachate at the landfill and WWTP.
- Unless a specifically designed seat has been provided for that particular purpose by the manufacturer, the owner must ensure that no passenger(s) are carried on the vehicle.
- All chains or slings used for towing/lifting purposes must have appropriate and valid Test Certificates.
- A reversing buzzer and CCTV camera shall be fitted on the rear of all mechanical plant and maintained in working order.
- The tenderer must confirm in writing that operators have been fully informed and are familiar with the contents of the Safety Statement of the company with particular reference to the control measures required in respect of reversing operations.
- The tenderer shall include for all maintenance (preventative and active) and replacement of all parts as is necessary to maintain all vehicles in satisfactory working order. Particular attention shall be paid to all safety features on the vehicle. This shall also include the provision of fuel for the vehicles.
- All vehicles shall be in good working order, with no oil or fuel leaks.
- The successful contractor will complete a hazard identification and risk assessment of the proposed activity prior to undertaking any works – this shall form part of the Safety Plan for the contractor.

9.0 Insurance Requirements

9.1 Guidelines on Plant Hire Insurance Requirements.

The general guidelines for the insurances which will be required are:

- (a) Public Liability Insurance (including use of vehicles or Motor Insurance)
- (b) Employers Liability Insurance (unless the item of plant is being operated by its owner)
- (c) Motor Insurance
- (d) Environmental Liability Impairment

Specific minimum requirements for each type of insurance are:

Motor Insurance

- Liability for injury to passengers must be covered on an unlimited basis
- Cover in respect of working risk must be included
- A specific cover in respect of underground services must be included
- There must be an indemnity to Limerick City & County Council as hirer or a general 'Indemnity to Principal' Clause
- The minimum limit of liability for Third Party property damage must be € 6,300,000 (€6.3 M) in any one incident.

Public Liability

- The Insurance must cover all work involved in the particular contract
- The Insurance must include an indemnity to Limerick City & County Council as hirer or include a general 'Indemnity to Principal' clause

The following risks must be specifically covered:

- Fire and Explosion
 - The negligence of sub-contractors and their employees.
 - Lifting plant used by the Contractor.
 - Loss or damage to property caused by vibration or by the removal or weakening of support.
 - Loading and unloading of vehicles beyond the limits of any carriageway or thoroughfare.
- The Insurance must indemnify the Plant Hire Contractor in respect of all liability assumed by him under the Contract with the Council
 - The minimum limit of liability for any one accident must be €6.3 million.

Employers Liability Insurance

Employers Liability Insurance will be required where the item of plant to be hired will be operated by anyone other than its owner. Any operator of a machine other than its owner will be deemed to be an employee even in relation to the owner.

- Cover must apply to the employees of the Plant Hire Contractor (including gang labourers) engaged on the Contract
- The liability for death or injury to employees must be covered (on an unlimited basis) to a minimum of €12,600,000 in any one incident
- The cover must indemnify the Limerick City & County Council as principal or include a general 'Indemnity to Principal' clause
- Cover must be extended to cover the Contractor in respect of Liability assumed by him under the Contract e.g. the description of the insured's business must be unambiguous.

10.0 Form of Tender

TO: COUNTY SECRETARY, LIMERICK CITY AND COUNTY COUNCIL, COUNTY HALL, DOORADOYLE, COUNTY LIMERICK.

DATE:

I/We, the undersigned, hereby tender and offer to complete the services described and referred to in the Instructions to Tenderers and Specification including all schedules, drawings, cover note hereto annexed including addenda nos. and any additional information circulated during tender period.

Details and information issued for this Tender and which under the terms thereof are to be completed by the Service Provider and to perform and observe the provisions and agreements on the part of the Service Provider contained in or reasonably to be inferred from the Conditions, Specification, schedules and drawings for the sum, exclusive of Value Added Tax of € _____ the details of which are given in the Summary of Prices submitted herewith.

I/We further declare that I/We have visited and inspected the site and have read and understood the tender documents.

I/We hereby undertake, in the event of your acceptance of this Tender and if required, to execute the Agreement within 20 days from receipt of the Letter of Acceptance.

I/We hereby undertake, in the event of your acceptance of this Tender and if required, to execute the Agreement within 20 days from receipt of the Letter of Acceptance and to obtain such insurance as is stipulated in the general tender documents.

I/We undertake to do any extra work not covered by the above Summary of Prices which may be ordered by the Engineer and hereby agree that the value of such extra work will be determined as provided for in the general or Special Conditions of Contract.

I/We agree that this tender will remain open for acceptance by you and will not be withdrawn by us for a period of 90 days from the closing date for submission of tenders.

Unless and until a formal Agreement is prepared and executed this Tender, together with your written acceptance thereof, will constitute a binding Contract between us.

I/We understand that you are not bound to accept the lowest or any tender you may receive.

I/We hereby agree that the following summaries/schedules are attached and form part of this Tender:

Hire of plant agreement
Details of drivers and insurances
Tender form for Plant hire./Schedule of Day Rates/ Additional Rates

All correspondence relative to this Tender is to be addressed to the undersigned Tenderer at the following address:

Senior Executive Engineer,
Planning & Environmental Services,
Limerick City and County Council,
County Hall,
Dooradoyle,
County Limerick.

The undersigned is empowered to sign this Tender on our behalf.

For and on behalf of ...

Date: _____

11.0 Date for receipt of tenders

The Tender shall be made on the Form of Tender and shall be forwarded with the priced Summary of Prices and submitted in electronic format through the e-tenders website:

The name of the Contract shall be clearly endorsed as **Tender for the Removal of Leachate from Gortadroma Landfill Site.**

Submissions to be received no later than 4 pm on Friday 31st July 2026.

HIRE OF PLANT AGREEMENT

I / We hereby agree to the hire of a bulk tanker(s) to Limerick City & County Council and I / We undertake to keep the bulk tanker(s) properly maintained while it is so hired and to supply driver(s), fuel and lubricating oil.

I / We agree that the bulk tanker(s) shall be supplied in good condition and shall have a competent and fully licensed driver(s) or operator(s). No charge will be made for waiting time, which occurs due to the fault of the owner, or the closure of the works for Public Holidays, Annual Holidays or Church Holidays. The hours of operation as are as per detailed in the specification and may be changed to suit circumstances.

I / We agree that the plant supplied by me / us shall be deemed to be my / our property and I / we shall be responsible for the maintenance of such plant, for all losses, damage or injury done in the performance of work or otherwise caused howsoever.

I / We agree to provide a replacement bulk tanker(s) during any working periods to allow continuity of removal of leachate should the tendered vehicles be out of action arising from breakdown and to allow Limerick City & County Council to recoup any losses incurred directly from or re-occurring due to the breakdown of the tendered bulk tanker.

I / We agree to produce to the Council an Insurance Policy conforming with the attached Plant Hire Insurance Requirements Guidelines and indemnifying the Council in respect of all claims by third parties or their personal representatives and dependants, under the Civil Liability Act, 1961 or any other statute or common law, for injuries loss or damage to them or their property.

I / We agree to attach the required Insurance Policies/Certificates to the tender and to pay all premiums required in respect of such Insurance and produce all renewal receipts when required. No hiring of equipment is to proceed without the relevant Insurance Policies/Certificates.

I / We agree to comply with the requirements of the Safety, Health and Welfare at Work Act, 2005, and all Regulations made thereunder as they apply to the bulk tanker hired to the Council and to produce evidence of compliance when required.

I / We agree to produce to the Council a copy of my / our Safety Statement and undertake a hazard identification and risk assessment for completion of the project.

I / We agree to take all necessary safeguards and precautions to protect the Limerick City & County Council's employees working in the vicinity of the vehicle.

I / We agree that the servicing and repair of the vehicle shall be carried out in my/our own time and not in any time subject to hire charge.

Signed: _____ **Date:** _____

Address: _____

<i>Complete this form in full, sign and date</i>
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Details of Drivers and Insurances.

1. Name of Insurance Company for:

- Bulk Tanker No 1,
Reg of vehicle: _____
Insurance Co: _____
- Bulk Tanker No 2
Reg of vehicle: _____
Insurance Co: _____
- Bulk Tanker No 3
Reg of vehicle: _____
Insurance Co: _____

1. Name of driver(s) to be employed on contract:

- a. _____
- b. _____
- c. _____
- d. _____

NB. Include details and copies of CSCS certificates and Safe Pass cards for all drivers. Please indicate if owner driver.

Does the Insurance Policy indemnify Limerick City & County Council against all third party claims howsoever arising during the period of hire.

Yes ☐ No ☐

Signed: _____ **Date:** _____

Address: _____

<i>Complete this form in full, sign and date</i>

Tender Form for Hire of Plant for period 2026-2029 (Max 24 months hire in this period). Note: No minimum tankering period specified

I/We _____

of _____

I/We submit my/our tender for the hire of plant to Limerick City & County Council for the date of acceptance of my/our tender until _____

VAT Reg No _____

C2 Cert Number _____ expiry date _____ cert attached yes/no

Issued by _____ expiry date _____ cert attached yes/no

NB. Hire rate schedule to be cubic meter of leachate removed per km excluding VAT, (please detail VAT rate separately), this price is effective for 36 months from commencement date.

Destination WWTP	Make	Model	Year	Serial No Registration No	Operator yes/no	Capacity, m ³	Weight, kg	Rate per cubic meter per km (ex VAT)	Vat rate	Total rate per km per m ³
Bunlickey										

I/We hereby declare that the foregoing are true particulars of the equipment offered by me/us,

Signed: _____ Date: _____

Complete this form in full, sign and date