

Instruction to Tenderers

for

Anthony Golden Park Phase 1 – Construction
of Site Access, a Multi-Use Natural Grass
Pitch and an Exercise Circuit

using the

Open Procedure for WORKS CONTRACTORS using SHORT PUBLIC WORKS CONTRACT



Office of Government Procurement

Instruction to Tenderers
for Works Contractors using the Short Form of Contract
under an Open Procedure
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Preface

The Employer is making these documents available to those expressing an interest in tendering for the contract identified in the Particulars, for tendering purposes only. These documents must not be used for any other purpose.

The Employer makes no representation, warranty, or undertaking in or in connection with these documents. The Employer has not authorised anyone to make any representation in connection with these documents on its behalf, and Tenderers should not rely on any representation purportedly made on the Employer's behalf in connection with them. Neither the Employer nor its officers, employees, or advisers, will have any liability in connection with these documents. Tenderers must make their own assessment of the adequacy, accuracy, and completeness of these documents.

The Employer 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 Employer nor its officers, employees, or advisers will be liable to any Tenderer or other person. The Employer also reserves the right to change any part of these documents, including the procedures and time limits described in them. The Employer 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 Employer nor its officers, employees, or advisers have any responsibility for Tenderers' costs or losses in connection with this competition. There will be no contract between any Tenderer and the Employer concerning the subject of these documents (except for the Tenderer'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 Tender Acceptance. These Instructions to Tenderers will not be part of any Contract.

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

Recipients of these Instructions to Tenderers must treat these documents, their Tenders and their participation in this competition as confidential. They must not disclose any information about this competition to anyone other than as required for tendering purposes, or as required by law.

Continued on next page

Preface, Continued

The Employer is entitled to disclose information about this competition, including the identity of those expressing interest, to any person. If a Tenderer 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 Employer will have regard to such a statement in considering a request for access to the information under the Freedom of Information Acts 1997 to 2003, but is not bound by the Tenderer's view.

If a Tenderer, or its personnel involved in this competition, or its management, or its proposed consultants or subcontractors, have or have had any other interest in or involvement in relation to the Works (including any involvement with the Employer or any involvement with another Tenderer's Tender), the Tenderer must disclose this to the Employer as soon as it becomes apparent to the Tenderer. The Employer will decide on the appropriate course of action.

It will be a condition of the award of the Contract that the Tenderer must comply with the terms of Department of Finance Circular 43/2006¹: Tax Clearance Procedures: Public Sector Contracts, or any replacement. (See section 8.3)

Tenderers may obtain information regarding their obligations concerning

- taxation from the Revenue Commissioners (www.revenue.ie)
 - environmental protection from the Environmental Protection Agency (www.epa.ie)
 - employment protection and working conditions from the National Employment Rights Authority (www.employmentrights.ie)
-

¹ As a result of the introduction of the new electronic Relevant Contracts tax (e-RCT) system by the Revenue Commissioners in January 2012 the C2 certificate is no longer in use by subcontractors. This change will require to be reflected in the Department of Finance procedures for tax clearance in relation to public sector contracts and grants. Accordingly Circular 43/2006 is being revised and a replacement will issue shortly. In the interim, more details are available at <http://www.revenue.ie/en/tax/rct/subcontractor.html> Note that the changes relate to use of the C2 only.

1. Introduction

1.1 This procedure

The Employer has sent a contract notice for the Works to eTenders.²

These documents set out the suitability assessment criteria, the award criterion and the evaluation and award process which will be followed by the Employer in making the assessment of which tender is lowest price compliant tender. The documents also set out the information which must be supplied by Applicants. Tenders must be submitted in accordance with these Instructions.

Any Tender not complying with these Instructions may be rejected by the Employer, without prejudice to any rights or remedies available under applicable law.

1.2 These documents

The following documents are being made available to those Applicants expressing an interest in this project:

- Suitability Assessment Questionnaire(s) as follows:
 - Those documents set out under Section 4.2 'Tender Documents' of these Instructions to Tenderers.
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²The open procedure may be used for all values of works contracts but must be used for works contracts with a value of less than €250,000. Projects in excess of €50,000 must be advertised on eTenders

1. Introduction, Continued

1.3 The Contract

If the Employer enters a Contract for the Works, it will do so by issuing the Tender Acceptance at the back of the Form of Tender fully completed. The Contract, if formed, will consist of:

- the Tender Acceptance issued by the Employer (Volume B) and
- any written post-tender clarifications (Volume B)
- the Conditions to the Short Public Works Contract (PW-CF6) identified in the Particulars³
- the documents describing the Works⁴ (Volume A)
- the completed Form of Tender and Schedule (Volume B)
- the completed pricing document⁵ (Volume C)

None of the following will form part of any Contract:

- the invitation letter and these Instructions
- Suitability Assessment Questionnaire(s)
- the Preliminary Safety and Health Plan
- the information referred to in Appendix 2 to these Instructions
- any other information issued to Tenderers not stated to amend the Contract documents

³ Available to download at <http://constructionprocurement.gov.ie/contracts/>

⁴ These documents may include (but are not limited to) any of the following: drawings, specifications, schedules, reports, information on the site location, any constraints such as existing services or working hours, statutory consents and conditions attached thereto.

⁵ The pricing document submitted as Volume C shall form part of the Contract and may be used for the valuation of completed work and for the assessment of compensation events in accordance with clause 4.5 of PW-CF6.

2. Communications

2.1 Contact

All communications with the Employer concerning this competition must be in writing (which includes email), and with the Employer's contact person identified in the Particulars (as may be amended by supplemental information – see Section 2.2 below).

2.2 Supplemental information

The Employer may issue supplemental information about this competition on the e-tenders website www.etenders.gov.ie. 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 Employer will not normally issue supplemental information later than the date stated in the Particulars but is entitled to do so at any time.

2.3 Queries

Queries may be raised in writing by email using the Employer's contact details for queries stated in the Particulars. Queries must be raised as soon as possible and should be raised in any event no later than the date stated in the Particulars. The Employer has no obligation to respond to queries although the Employer may at its discretion respond to queries raised after that date. If the Employer 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 Employer decides that the response should be published on the e-tenders website, the Employer will so notify the person raising the query, who will have the option of withdrawing the query or having any response sent to all Applicants. However, the Employer may under Section 2.2 still issue any information it considers appropriate on the e-tenders website following withdrawal of the query.

Responses to queries will not be part of the Contract, unless they state that they will be incorporated into the Contract documents.

If a person intending to submit a Tender becomes aware of any ambiguity, discrepancy, error, or omission in or between these documents, they must immediately notify the Employer, even after the time for submitting queries has expired.

2.4 Other

As indicated in the particulars e.g. special arrangements for site visits or investigation.

3. Tenderers

3.1 Name Each Tenderer must sign the Form of Tender using the Tenderer's full correct legal name, a tax clearance certificate and a completed pricing document.

3.2 Mandatory Exclusion A Tenderer shall be excluded if, to the Employer's knowledge at the time of the award decision, it has been convicted of an offence involving

- participation in a proscribed criminal organisation or
- corruption or
- fraud or
- money laundering.

3.3 Discretionary Exclusion A Tenderer may be excluded if, at the time of the award decision, it

- is subject to a bankruptcy or insolvency procedure or process of a kind specified in Regulation 53, paragraph (5) of the European Communities (Award of Public Authorities' Contracts) Regulations 2006 or
- has been found guilty of professional misconduct by a competent authority that is authorised by law to hear and determine allegations of professional misconduct against persons that include the Tenderer or
- has committed grave professional misconduct provable by means that the Employer can demonstrate or
- has not fulfilled an obligation to pay a social security contribution as required by a law of Ireland or the country or territory where the Tenderer ordinarily resides or carries on business or
- has not fulfilled an obligation to pay a tax or levy imposed by or under a law of Ireland or the country or territory where the Tenderer ordinarily resides or carries on business or
- has provided a statement or information to the Employer or another contracting authority knowing it to be false or misleading or has failed to provide to the Employer or another such Contracting Authority a statement or information that is reasonably required by the Employer or other authority for the purpose of awarding the public contract concerned.
- The following are mandatory and will not be scored:
 1. Valid Tax Clearance
 2. Insurance
 3. Health and safety documentation
 4. Signed Form of Tender
 5. Environmental permit evidence (where applicable)

Failure to submit these documents may result in disqualification.

4. Requirements for Tenders, Continued

4. Requirements for Tenders

4.1 Delivery

The completed tender documents should be uploaded to eTenders, at or before the stated deadline. Tenders received late will not be considered. All Tenders received on time will be opened promptly after receipt.

4.2 Tender Documents

Tender Documents are those listed in the Particulars; contract documents are as per Section 1.3.

4.3 Number of Tenders per Tenderer

Only one Tender per Tenderer is permitted with the Short Public Works Contract.

4.4 Copies

Tenderers shall submit their Tender electronically via eTenders only. No hard copies are required.

⁶This is not an exhaustive list.

⁷Available to download at <http://constructionprocurement.gov.ie/contracts/>

⁸These documents may include (but are not limited to) any of the following: drawings, specifications, schedules, reports, information on the site location, any constraints such as existing services or working hours, statutory consents and conditions attached thereto.

⁹The pricing document submitted as Volume C shall form part of the Contract and may be used for the valuation of completed work and for the assessment of compensation events in accordance with clause 4.5 of PW-CF6.

4. Requirements for Tenders, Continued

4.5 Format

Tenders will consist of:

- the completed Form of Tender and attached Schedule (Volume B) executed as indicated in the Particulars.
- completed Suitability Assessment Questionnaire(s)
- the completed pricing document (Volume C).
- additional information specified in Appendix 2 to these Instructions.

If Volumes B or C has been amended by supplemental information, Tenderers must use the most recently issued versions. If replacement pages are issued as supplemental information, Tenderers must insert the most recently issued pages in place of the replaced pages.

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

4.6 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.

4.7 Qualification

Tenders must not be qualified. They must not be accompanied by a cover letter or any other information not included in Volume B or Volume C or specified in these documents.

Continued on next page

4. Requirements for Tenders, Continued

4.8 Pricing

The Contract is a **fixed lump sum contract**.

Tenderers shall complete the pricing document (Volume C) in full and submit it with their Tender. The total of Volume C shall be carried forward to the Form of Tender and shall constitute the Tendered Price (exclusive of VAT). All sums shall be stated in euro and to two decimal places unless otherwise stated. The Tendered Price shall exclude VAT.

The pricing document (Volume C) shall form part of the Contract. The prices, and lump sums included in Volume C shall constitute the contractual basis for:

- the valuation of completed work, and
- the assessment of compensation events in accordance with clause 4.5 of PW-CF6.

Each amount entered in the pricing document must represent the full inclusive value (excluding VAT) of the work described, including all labour, materials, plant, overheads, profit, temporary works, compliance with statutory obligations, and all other costs necessary to complete the Works in accordance with the Contract.

Tenderers shall:

- Complete all items in the pricing document.
- Not insert additional items unless expressly permitted.
- Not leave blanks, use dashes, or use the terms “nil” or “included”. Where zero is appropriate, it shall be stated as “0.00”.
- Not use negative rates or prices.
- Not submit abnormally high or low prices designed to distort the allocation of the Tendered Price.

If the pricing document does not comply with this Section 4.8, the Employer may treat the Tender as non-compliant or may proceed in accordance with Sections 6.1, 6.2 or 6.3 as appropriate.

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4. Requirements for Tenders, Continued

4.9 Value-Added Tax

Tendered Price is exclusive of VAT.

VAT shown separately (for information)

Reverse-charge VAT / RCT points belong in Works Requirements or contract admin notes, not tender scoring language.

4.10 Time for Completion

The Particulars state the Time for Completion period for the Works (see clause 1.1 of the Short Public Works Contract for definition) which is also stated in the Schedule.

4.11 Project Supervisor

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

If the Tenderer names a proposed project supervisor for the construction stage in its response to the Suitability Assessment Questionnaire (QW2) for this competition, the Tenderer must also include that name as part of their Tender and enclose it with Volume B.

If the Tenderer has not named a nominee in its suitability assessment submission for appointment as project supervisor for the construction stage, (if required in the documents describing the Works) 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.

Continued on next page

4. Requirements for Tenders, Continued

4.12 Tender execution

Acceptance of the Form of Tender by the Employer (signing and issuing the 'Tender Accepted' section of FTS-6) creates a binding contract. The 'Tender Accepted' form shall be completed and signed by the Employer only after all award procedures have been completed.

The Form of Tender must be signed as follows:

- if the Tenderer is a company, the signature must be that of a director and the execution must be witnessed;
 - if the Tenderer is an individual, he or she must sign the Form of Tender, and the execution must be witnessed;
 - if the Tenderer is a partnership, then each partner must sign the Form of Tender, and the execution must be witnessed;
 - if the Tenderer 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 Employer 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 Employer following the submission of tenders and must, if requested, be provided at the Tenderer's cost.
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5. Non-Compliant Tenders

If a Tenderer fails to comply in any way with these Instructions, the Employer may (but is not obliged to) disqualify the Tenderer concerned as non-compliant, and reject any Tender concerned, and, without prejudice to this right, the Employer may (but is not obliged to) seek clarification or further information (that does not materially alter a Tender) from the Tenderer in respect of the relevant tender or take any other step permitted by law, including the principles of equal treatment, non-discrimination, transparency and proportionality.

6. Corrections, unbalanced and abnormal tenders and prices

6.1 Errors

The Employer 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 prices 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 prices, with value-added tax added, does not add up to the tendered Price.

The Employer will decide which amounts and prices are to be adjusted.

Instead of adjusting the amounts added, the Employer may, at its discretion, adjust an item described in the pricing document [where required] as an 'adjustment item'.

No adjustment made under this Section 6.1 will affect the tendered Price.

The Employer reserves the right to open the pricing documents from all Tenderers without the need to revert to the Tenderers for permission.

6.2 Unbalanced Tenders

If, in the Employer's opinion, the tendered prices in the pricing document (after adjustment under Section 6.1 above) do not reflect a fair allocation of the tendered Price, or the last sentence of Section 4.8 applies, the Employer 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 Price and
- invite the Tenderer to adjust prices tendered in the pricing document, but without adjusting the tendered Price.

The Employer will pay particular attention to pricing that could result in the Tenderer, if successful, being paid too much of the Price 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 6.2), the Employer is of the view that the Tenderer's tendered prices in the pricing document do not reflect a fair allocation of the tendered Price, the Employer may reject the tender.

Continued on next page

6. Corrections, unbalanced and abnormal tenders and prices, Continued

6.3 Abnormally low tenders, abnormally high or low prices

If, in the opinion of the Employer, the Tendered Price is abnormally low, or any tendered amounts (including prices included in the Tender documents) are abnormally low or abnormally high, the Employer may require the Tenderer to provide written clarification and details of the constituent elements of the Tendered Price or of any specific tendered amounts.

Such clarification may include, without limitation:

- A detailed cost breakdown;
- Information of the type referred to in Regulation 69(1) of the European Communities (Award of Public Authorities' Contracts) Regulations 2006;
- Confirmation of compliance with applicable environmental and waste legislation; and
- Any other information the Employer considers necessary to assess the Tender.

Failure to provide the requested information within the time specified by the Employer may result in the Tender being excluded from further consideration.

If, having considered the information provided, the Employer remains of the view that the Tendered Price is abnormally low, or that any tendered amounts are abnormally low or abnormally high, the Employer may reject the Tender.

No action taken under this Section 6.3 shall operate to adjust or amend the Tendered Price.

7. Assessment of Tenders

7.1 Award Criteria

The Contracting Authority will award the contract to the tenderer who submits **the lowest priced tender that is deemed to be fully or substantially compliant** with the requirements of the Request for Tender and the Contract Documents.

Tenders will first be assessed for compliance with the mandatory requirements, specifications, qualifications and documentation set out in the tender documents. Only tenders that are determined to be substantially compliant will proceed to price evaluation.

Subject to the satisfactory completion of all compliance checks, the contract will be awarded to the tenderer submitting the lowest total tender price.

7.2 Price Submission

Tenderers shall submit:

- Completed Form of Tender (Volume B)
- Completed Pricing Document (Volume C)
- Confirmation that the Tendered Price is fixed for the duration of the Contract

The total of Volume C, carried forward to the Form of Tender, shall constitute the Tendered Price.

For the purposes of evaluation and scoring, the Tendered Price shall be the total price **exclusive of VAT**.

VAT shall be disregarded in the application of the price evaluation formula.

VAT will be applied, where applicable, at the statutory rate at the time of payment and does not form part of the comparative assessment of tenders.

The Employer reserves the right to examine the Pricing Document for arithmetic errors and may correct such errors in accordance with Section 6 of these Instructions. Any such correction shall not alter the ranking methodology set out above.

**7.3 Compliance
Requirements
(Pass/Fail)**

The following are mandatory and will not be scored:

- Valid Tax Clearance
- Insurance
- Health and Safety documentation
- Signed Form of Tender
- Environmental permit evidence (where applicable)

Failure to meet mandatory requirements may result in disqualification.

7.3 Clarifications

The Employer may seek clarification or further information or both from one or more Tenderers in relation to its tender submission. The Employer may meet with one or more Tenderers for these purposes. The Employer 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 8.4.

The Contracting Authority reserves the right to:

- Seek written clarification
- Verify permit numbers with relevant authorities
- Request additional documentation
- Conduct due diligence checks

7.4 Compliance

The Employer may assess whether any of the grounds for exclusion in Section 3.2 or 3.3 above apply. The Employer may assess whether Tenderers meet the suitability criteria in the Suitability Assessment Questionnaire(s).

The Employer will assess Tenders for compliance with these Instructions, including provision of all the information and documentation required, and the matters covered in Section 6 above.

Following the assessments under this Section 7.3, the Employer may proceed according to Sections 5 or 8 whichever is appropriate.

7.5 Review

A Tenderer who disputes a decision of the Employer about whether a Tender complies with these Instructions must in the first instance raise the matter with the Employer within 7 days of the matter coming to its attention. Failing resolution of the matter, the Tenderer may, within 7 days after receiving the Employer's response, request the Employer in writing to refer the matter to _____ (the Sanctioning Authority) for review and recommendation.

Within 7 days of receiving the Tenderer's request, the Employer should submit to the Sanctioning Authority a statement giving reasons for the initial decision together with a copy of the Tenderers' written request. A copy of the Employer's statement should also be forwarded at the same time to the Tenderer. The Tenderer may then make a further written submission to the Sanctioning Authority within 7 days.

Any review or recommendation by the Sanctioning Authority will not be binding on the Employer or the Tenderer and will not affect their rights or obligations.

7. Assessment of Tenders, Continued

7.6 Change in circumstances

If, as a result of a change in circumstances or otherwise, any information given by a Tenderer to the Employer, in a Tender or otherwise, including in a Suitability Assessment Questionnaire, 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 Employer as soon as it becomes aware of this.

If it comes to the Employer's attention that

- there has been a change in circumstances concerning a Tenderer that could affect the Employer'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 Employer may (but is not required to) revise its assessment of the Tenderer's Tender on the basis of the information then available to the Employer.

8. Award Process

8.1 Tender validity period

The Employer may accept a Tender any time within the time stated in the Particulars.

8.2 Notification

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

The *Letter to Successful Tenderer (O.na.6)* will not form the Contract, or any contract or other obligation. The Contract will be formed only by issue of the *Tender Acceptance*.

8.3 Successful Tenderer

The successful Tenderer will be required, prior to issue of the Letter of Acceptance, to provide evidence of:

- Required insurances
- Valid Tax Clearance

Failure to provide such documentation within the time specified may result in the Contracting Authority proceeding to the next ranked Tenderer.

8.4 Tender Acceptance

The Employer may issue the *Tender Acceptance* at any time during the Tender validity period referred to in Section 8.1 above.

Any written clarifications of a Tender (including minutes of a meeting clarifying the Tender, see Section 7.2), will be attached to the *Tender Acceptance* of the clarified Tender, and will be included in the Contract.

¹⁰ As a result of the introduction of the new electronic Relevant Contracts tax (e-RCT) system by the Revenue Commissioners in January 2012 the C2 certificate is no longer in use by subcontractors. This change will require to be reflected in the Department of Finance procedures for tax clearance in relation to public sector contracts. Accordingly Circular 43/2006 is being revised and a replacement will issue shortly. In the interim, more details are available at <http://www.revenue.ie/en/tax/rct/subcontractor.html> Note that the changes relate to use of the C2 only.

¹¹ A contract should not be awarded to any firm which cannot produce a tax clearance certificate 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.
Contract	the Short Public Works Contract (PW-CF6) that may be awarded by the Employer for the Works at the end of the competition
Employer / Contracting Authority	The entity named in the Particulars that is conducting this competition and that may enter into the Contract for the Works. References to the Employer and the Contracting Authority in these Instructions shall have the same meaning.
this competition	the award process for which these Instructions are issued
these documents	these Instructions and the invitation letter and other documents issued with it and any additional information issued by the Employer to Tenderers in connection with the competition
these Instructions	• this volume, including the Preface at the start, Particulars and Appendices • other information or instructions issued by the Employer to Tenderers in connection with the competition not stated to amend the Contract documents
Tender	a tender for the Contract, including the completed Form of Tender and Schedule (FTS6) and completed pricing document
Tenderer	A person (or group of persons) who submits a Tender

Particulars

These are the Particulars referred to in the Instructions. They are part of the Instruction to Tenderer (ITTW4).

Tender for	Anthony Golden Park Phase 1 – Construction of Site Access, a Multi-Use Natural Grass Pitch and an Exercise Circuit			
Comprising	Construction of Site Access, a Multi-Use Natural Grass Pitch and an Exercise Circuit			
At	Culleens, Ballina County Mayo			
For	Kilmoremoy AGP CLG			
Using (Instructions Section 1.3)	The form of Conditions set out in the Short Public Works Contract (PW CF6) published on http://constructionprocurement.gov.ie/contracts/ on the date 10 days before the latest date for submission of Tenders (disregarding any amendments posted on that date).			
Employer's contact details (Instructions Section 2.1)	Kilmoremoy AGP CLG c/o Fergal Mulligan			
	The Old French Road, Garrankeel, Belleek, Ballina, F26 VR98			
	Phone: 087-7957109	Fax:		
	Email: fergalmulligan@live.com			
Supplemental Information and Queries (Instructions Sections 2.2, 2.3)	Latest date for queries	June 16 th 2026		
	Date after which Employer will not normally issue supplemental information or responses to queries	June 23 rd 2026		
Employer's contact details for queries (Instructions Section 2.3)	As above			
	As above			
	Phone:	Fax:		
	Email:			
Timetable for Competition	Contract Notice date:	June 2 nd 2026	Reference:	(Not Applicable)
	Issue Tender Documents:	June 3 rd 2026		
	Receipt of Tenders:	As indicated under “Tender Date”		
	Interviews (if required):	Not required		
	Decision on Contract Award:	June 28 th 2026		

Tender Date (Instructions Section 4.1)	Latest date and time for submission of Tenders: June 25 th 2026 17:00
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Tender submissions (in writing) must be sent to (Instructions Section 4.1)	Kilmoremoy AGP CLG c/o Fergal Mulligan
Delivery by (Instructions Section 4.1)	The Old French Road, Garrankeel, Belleek, Ballina, F26 VR98
	ETenders only.

Copies (Instructions Sections 4.4)	Number of Tender	One
	Number and type of Electronic Copies of Tender:	Number of submissions: One electronic submission via eTenders (PDF)

Other (Instructions Section 2.4)	Enter Instructions or Not Applicable
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Tender Documents (Instructions Section 4.2)	Attached to these Instructions are the following documents, divided into the two categories set out below: Documents to be included in the Contract Volume A Works Requirement Volume B Form of Tender Volume C Pricing Document Documents for information purposes only (<i>not</i> to be included in the Contract) Invitation to Tender Further information may be issued as described in these Instructions
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Number of Tenders per Tenderer (Instructions Section 4.3)	Maximum number of Tenders to be submitted by each Tenderer is one (1).	
Format of Tender Submissions (Instructions Section 4.5)	Tenderers shall upload their tender submission as separate clearly identifiable electronic files, organised as follows: · Completed Volume B · Completed Volume C (Pricing Document) · Completed Declaration of Suitability for Contractors (WDL) Each document must be uploaded as a separate file or clearly separated section within a single PDF submission. Tenders must be fully uploaded and submitted via eTenders before the stated deadline. The Contracting Authority accepts no responsibility for: • Upload failures • Internet connectivity issues • Incomplete submissions Late submissions will not be accepted by the eTenders system. Tenderers are responsible for: • Ensuring all required documents are uploaded • Verifying that all files are readable and complete • Submitting the final response before the deadline Incomplete submissions may be deemed non-compliant.	
Language (Instructions Section 4.6)	English	
Pricing (Instructions Section 4.8)	Pricing Format: Fixed Price Lump Sum	
Pricing document (Instructions Section 4.8)	The prices in the Contract (clause 4.5 of PW-CF6) shall be derived from the pricing document and description of works prepared by Employer	
Time for Completion (Instructions Section 4.10)	Time for Completion	days, starting on the day this Contract comes into effect. CA note: must accord with period stated in Schedule to Contract
Form of Tender to be sealed (Instructions Section 4.12)	Not Applicable	
Award Criterion (Instructions Section 7.1)	Lowest cost substantial compliance	
Tender validity period (Instructions Section 8.1)	As stated in Form of Tender and Schedule (FTS 6) (Volume B).	

¹² This may be an outer box with sealed wrapping.

Appendix 1: Pricing Document

Anthony Golden Park Phase 1 – Construction of Site Access, a Multi-Use Natural Grass Pitch and an Exercise Circuit

1. GENERAL

1. The Contractor shall price the Works as a fixed lump sum in accordance with:
 - The Works Requirements
 - All drawings issued with the tender
 - PW-CF6 Short Public Works Contract
2. No Bill of Quantities is being issued. Tenderers shall satisfy themselves as to the extent of the Works from the drawings and information provided.
3. The Contractor shall be deemed to have visited and inspected the site and satisfied themselves as to:
 - ground conditions
 - access arrangements
 - working constraints
 - extent of the Works
4. The Works include forming a new site entrance from land adjacent to a public road, including all excavation, formation and associated works necessary to create construction access.
5. The Contractor shall allow within their tender for all labour, materials, plant, temporary works, overheads and profit necessary to complete the Works.
6. Sufficiency of Tender

The Contractor shall be deemed to have satisfied themselves as to the sufficiency of the Tender Sum to complete the Works in accordance with the Contract Documents, drawings and site conditions.

The Tender Sum shall include for all materials, labour, plant, temporary works and operations necessary for the proper completion of the Works whether expressly described in the Pricing Document or reasonably inferred from the Contract Documents.

8. Ground Conditions

The Contractor shall allow within their tender for excavation in typical site soils and shall include for the removal and disposal of minor quantities of unsuitable material encountered during the Works.

No additional payment will be made for disposal of small volumes of unsuitable material unless the extent is materially greater than could reasonably have been anticipated following site inspection.

10. Value Engineering

Tenderers are encouraged to identify any value engineering proposals that could reduce project cost while maintaining the functionality and performance of the Works.

11. Funding Limitation

The Employer anticipates that available funding may be approximately €250,000.

Therefore, the Employer, following tender evaluation, to omit or defer elements of the Works in order to align the project scope with the available funding.

12. Tenderers shall ensure that each section below is **priced independently** so that elements of the Works may be omitted without affecting the remaining prices.

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13. Tenderers are strongly advised to attend the site prior to submitting their tender.
14. All rates and lump sum prices inserted in this Pricing Document shall be exclusive of VAT. VAT shall be added separately in the Tender Summary.

PRICE AMOUNT EXCLUDING VAT

PRELIMINARIES

Item	Description	Amount (€) (Excl VAT)
1.1	Mobilisation, temporary works, setting out, etc.	€_____
Subtotal Preliminaries:		€_____

EARTHWORKS

Item	Description	Amount (€) (Excl VAT)
2.1	Topsoil stripping, stockpiling, and subsoil redistribution	€_____
2.2	Formation, compaction, and laser grading	€_____
Subtotal Earthworks:		€_____

EMBANKMENTS

Item	Description	Amount (€) (Excl VAT)
3.1	Supporting embankments (non-spectator)	€_____
Subtotal Embankments:		€_____

DRAINAGE WORKS

Item	Description	Amount (€) (Excl VAT)
4.1	Lateral drains, trenches, stone, geotextile	€_____
4.2	Main collector drain	€_____
4.3	Sand slit drainage system	€_____
4.4	Outfall connection (provisional)	€_____
Subtotal Drainage:		€_____

PITCH CONSTRUCTION

Item	Description	Amount (€) (Excl VAT)
5.1	Topsoil/rootzone placement	€_____
5.2	Supply and incorporation of sand	€_____
5.3	Surface preparation (stonebury, cultivation, grading)	€_____
5.4	Seeding and fertiliser	€_____
5.5	Establishment and maintenance period	€_____
Subtotal Pitch Construction:		€_____

EXERCISE CIRCUIT (GRASS)

Item	Description	Amount (€) (Excl VAT)
6.1	Grass exercise circuit (free-draining, winter-usable)	€_____
Subtotal Exercise Circuit:		€_____

CONCRETE WORKS

Item	Description	Amount (€)
7.1	Concrete plinths (6 No.)	€_____
Subtotal Concrete Works:		€_____

OUT DOOR GYMNASIUM EQUIPMENT

Item	Description	Amount (€) (Excl VAT)
8.1	Concrete plinths (6 No.)	€_____
Subtotal Concrete Works:		€_____

ACCESS ROAD AND CAR PARK (PROVISIONAL)

Item	Description	Amount (€) (Excl VAT)
9.1	Access road (site-won material only)	€_____
9.2	Car park (site-won material only)	€_____
Subtotal Access & Car Park:		€_____

TOTAL TENDER PRICE

Description	Amount (€) (Excl VAT)
Subtotal (Sections 1–8)	€_____
VAT Rate	_____
Total VAT	€_____
Total Tender Price	€_____

CONTRACTOR DECLARATIONS

11.1 Inclusions

The Tenderer confirms that all works described in the specification are included in the above price.

☐ Yes

☐ No (provide details below)

11.2 Exclusions

The Tenderer shall list all exclusions (if none, state “None”):

11.3 Material Availability (Car Park)

The Tenderer confirms they have:

☐ Inspected the site and assessed availability of site-won stone

☐ Allowed for processing and reuse within tender

11.4 Programme

Estimated duration of works: _____ weeks

11.5 Contact Details

I confirm:

Instruction to Tenderers Open Procedure for Works Contractors using the Short Public Works Contract

- I have inspected the site
- I accept the quantities provided
- I have allowed for all works necessary
- The price includes full compliance with specification
- I understand and will adhere to the contractor commitments described in Volume A.

Name: _____

Company: _____

Signature: _____

Appendix 2 to ITT: Information Pack

Information Pack

The documents listed below are provided for information only and do not form part of the Contract unless expressly stated otherwise.

List of relevant documents

Planning permission for new pitch drawings

Price Example OUTFIT Outdoor Fitness Equipment Ltd.
