

Kerry County Council
Comhairle Contae Chiarraí



Request for Tender Document

Part A:
Collection & Processing of Glass Bottles, Steel and Aluminium Cans
from Kerry County Council's Bring Bank Network.

Part B:
Replacement of Lifting Mechanisms on Bring Banks

October 2026

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1: Introduction

- 1.1 Kerry County Council invites responses (“Tenders”) to this Request for Tenders (“RFT”) from economic operators (“Tenderers”) for the provision of the services as described in Appendix 1 to this RFT, “Requirements and Specifications”, (“the Services”). Kerry County Council is the contracting authority for this public procurement competition (“the Contracting Authority”).
- 1.2 The title of this RFT is “Part A: Request for Tenders for the Collection & Processing of Glass Bottles, Steel and Aluminium Cans from Kerry County Council’s Bring Bank Network, and Part B: Replacement of Lifting Mechanisms on Bring Banks” (“RFT Title”).
- 1.3 This public procurement competition relates to Collection and Processing of Glass Bottles, Steel and Aluminium Cans from Kerry County Council’s Bring Bank Network. **It also includes for the replacement of the Lifting Mechanisms on Bring Banks on a phased basis (approx. 15No. Bring Bank locations per annum).**
- 1.4 Any contract that may result from this public procurement competition will be issued for a term of 1st October 2026 – 30th September 2028. (“the Term”).
- 1.5 The Contracting Authority reserves the right to extend the Term for a period or periods of up to 12 months with a maximum of 2 years such extension or extensions on the same terms and conditions, subject to the Contracting Authority’s obligations at law.
- 1.6 Tenders must be received not later than **4.00pm on 20th November, 2026**. Tenders that are received late WILL NOT be considered in this procurement competition.
- 1.7 The Contracting Authority estimates that the annual expenditure on the Glass & Can Collection and Disposal Service to be covered by the proposed service contract may amount to some €300,000 (excl. VAT) per annum over the 2-year term. Tenderer must understand that this figure is an estimate only based on past usage.

Part 2: Instructions to Tenderers

2.1 Introduction to this RFT

- 2.1.1 While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Tenderers must form their own conclusions about the solution needed to meet the requirements set out in this RFT.

Tenderers and recipients of this RFT may wish to consult their own legal advisers in relation to this RFT or the subject matter thereof.

2.1.2 All information supplied by Tenderers may be treated as contractually binding on the Tenderers if accepted by the Contracting Authority.

2.1.3 No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Contracting Authority. Any notification of preferred bidder status by the Contracting Authority shall not give rise to any enforceable rights by the Tenderer. The Contracting Authority may cancel this public procurement competition at any time prior to a formal written contract being executed by or on behalf of the Contracting Authority. The Contracting Authority does not bind itself to accept the lowest priced or any Tender.

2.1.4 This RFT supersedes and replaces all previous documentation, communications and correspondence between the Contracting Authority and Tenderers, and Tenderers should place no reliance on such previous documentation and correspondence. Tenderers to this RFT should study the contents of this RFT carefully, including the information and documents contained in the Appendices. The Tenderers attention is drawn to the Tenderers' aide-memoire at Appendix 4.

2.2 Compliant Tenders

2.2.1 Failure to comply with the requirements of this paragraph 2.2.1 may render the Tender non-compliant and the Tender may be rejected. Tenderers must:

- a. Include all documentation specified in this RFT;
- b. Follow the format of this RFT and respond to each element in the order as set out in this RFT;
- c. Comply with all requirements as set out within this RFT.

2.2.2 If the RFT is altered or edited in any way, the subsequent Tender may be deemed non-compliant and may be rejected.

2.2.3 Failure to comply with the requirements of this paragraph 2.2.3 will render the Tender non-compliant and it will be rejected. Tenders must:

- a. Be received by the Contracting Authority in accordance with paragraphs 2.5.1 and 2.5.2 below;
- b. Include a statement, confirming whether any of the excluding circumstances listed in Article 45 of EU Council Directive 2004/18/EC as implemented into Irish law by Regulation 53 of the European Communities (Award of Public Authorities' Contracts) Regulations 2006 (Statutory Instrument 329 of 2006), apply to the

Tenderer. Tenderers from Ireland and the United Kingdom must include with the Tender the declaration at Appendix 5 to this RFT ("Declaration"). For all Tenderers outside Ireland and the United Kingdom the statement must be evidenced, as required;

- c. Include the statement required under paragraph 2.4 below; and
- d. Replies must be in the English Language.

2.2.4 The Contracting Authority shall consider all compliant Tenders against the Qualification and Award Criteria in Part 3 of this RFT.

2.2.5 The Contracting Authority will, subject to the right of cancellation of this public procurement competition (as set out at paragraph 2.1.3 above and at paragraph 3.3 below), select the successful Tenderer(s) to provide the Services sought under this RFT.

2.3 Acceptance of RFT Requirements

Each Tenderer is required to accept the provisions of this RFT. ALL TENDERERS MUST RETURN, with their Tender, the signed Tenderer's Statement, as set out in Appendix 3, printed on the Tenderer's letterhead. Tenderers may not amend the Tenderer's Statement at Appendix 3.

2.4 Consortia and Prime/Subcontractors

Where a group of undertakings submit a Tender in response to this RFT the Contracting Authority will deal with all matters relating to this public procurement competition through the entity who will carry overall responsibility for the performance of the Services Contract only ("Prime Contractor"), irrespective of whether or not tasks are to be performed by a subcontractor and/or consortium members. The Tenderer must clearly set out:

- a. The full legal name of the Prime Contractor together with its registered business address (where applicable), registered business name (where applicable), company registration number (where applicable), telephone and e-mail contact details;
- b. The names of all subcontractors and/or consortium members who will be involved in the provision of the Services;
- c. A description of the role to be fulfilled by each subcontractor and/or consortium member; and
- d. The name, title, telephone number, postal address, facsimile number and e-mail address of the nominated contact personnel authorised to represent the Prime Contractor, within the organisation of the Prime Contractor, to whom all communications shall be directed and accepted until this public procurement competition has been completed or terminated. Correspondence from any other person (including from any subcontractor and/or consortium member) will NOT be accepted, acknowledged or responded to.

2.4 Tender Submission Requirements

The following appendices are attached to this RFT:

1. Appendix 1 comprises the Requirements and Specifications;
2. Appendix 1A comprises the Tender Response Document Part A;
3. Appendix 2 comprises the Tender Response Document Part B; (including Technical Specifications Sheets);
4. Appendix 3 comprises the Tenderers' Statement;
5. Appendix 4 comprises the Services Contract from the RFT;
6. Appendix 5 comprises the Confidentiality Agreement.
7. ESPD

In order to allow the Contracting Authority to fully evaluate completed tender submissions, Tenderers are advised to ensure that their responses include all of the below.

1. All information required in the Tender Response Document Part A
2. All information required in the Tender Response Document Part B
3. Copies of the Tenderer's (and its sub-contractors (if any) who will perform waste collection services) valid Waste Collection Permit(s) that covers the Lot area being tendered for and LoW (formerly EWC Code).
4. If relevant, a written undertaking to the Contracting Authority from the third party/sub-contractor holder of the Waste Collection Permit confirming that they will support the Tenderer in the provision of collection services.
5. Copies of the Waste Facility Permit that the Tenderer itself (and its sub-contractors (if any)) who will process waste at a Waste Facility hold(s).
or
6. Copies of the Waste Facility Permit that the entity to which the Tenderer (and/or its subcontractors (if any)) will deliver their waste for processing.
7. If relevant, a written undertaking to the Contracting Authority from the third party/sub-contractor holder of the Waste Facility Permit confirming that they will support the Tenderer in the provision of waste processing services.
8. This above list has been provided for guidance purposes only and the Contracting Authority accepts no responsibility for omissions of any description. Tenderers are advised to read this RFT and its appendices in full in order to provide a comprehensive and compliant response.

Key Contacts and Dates

Responses must be received by the Contracting Authority before the Response deadline set out below.

RFT Contact email address	Electronic eTenders Postbox on www.etenders.gov.ie
eTenders Website	www.etenders.gov.ie
Closing Time and Date for Queries	4pm on 20th November, 2026
Response Deadline	4pm on 13th November, 2026
Estimated Contract Value	€300,000
Contract Duration	Twenty four (24) months, with an option to extend the Term for a further period of up to twelve (12) months, with a maximum of two (2) such extensions, at the absolute discretion of the Contracting Authority. The Term will not exceed four (4) years in aggregate.
RFT Framework Client:	Kerry County Council
Locations	Please refer to Appendix 2: Schedule 2: Technical Specifications Sheets
Award Process:	Single Supplier Award

Site Visit:	Tenderers may avail of a site visit. The Client will facilitate Tenderers by permitting an inspection of the Client's premises. Tenderers are limited to a maximum of one (1) representative in attendance at the site visit. Tenderers wishing to make an appointment to avail of this opportunity must arrange to visit the premises prior to tender
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	date Colm Lynch (clynch@kerrycoco.ie). Attendance at the Client's premises will be subject to compliance with local opening times, security arrangements and any other restrictions. Please note there will be no questions taken or information given at the site visit, all queries or requests for clarification relating to any aspect of this RFT must be directed to the Questions and Answers facility on www.eTenders.gov.ie.
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- 2.6. The Contracting Authority reserves the right to update or alter the information contained in this document at any time and or extend the Tender Deadline.

Participating Tenderers will be so informed through the eTenders website. In the event of such updates or alterations the Contracting Authority reserves the right to postpone the deadline for the receipt of Tenders so as to allow Tenderers sufficient time to respond.

2.7 Tendering Costs

All costs and expenses incurred by Tenderers relating to their participation in this public procurement competition including, but not being limited to, site visits, field trials, demonstrations and/or presentations shall be borne by and are a matter for discharge by the Tenderers exclusively.

2.8 Confidentiality

- 2.8.1 All documentation, data, statistics, drawings, information, patterns, samples or material disclosed or furnished by the Contracting Authority to Tenderers during the course of this public procurement competition:
- a. are furnished for the sole purpose of replying to this RFT only;
 - b. may not be used, communicated, reproduced or published for any other purpose without the prior written permission of the Contracting Authority;
 - c. shall be treated as confidential by the Tenderer and by any third parties (including subcontractors) engaged or consulted by the Tenderer; and
 - d. must be returned immediately to the Contracting Authority upon cancellation or completion of this public procurement competition if so requested by the Contracting Authority.

2.9 Pricing

- 2.9.1 All prices quoted must be all-inclusive (i.e. including but not being limited to all costs/expenses/indexation), be expressed in Euro only and exclusive of VAT. The VAT rate(s) where applicable should be indicated separately.
- 2.9.2 Tenderers must confirm that all prices quoted in the Tender will remain valid for 180 days commencing from the closing date for the receipt of Tenders.
- 2.9.3 Any currency variations occurring over the term of the Services Contract shall be borne by the Tenderer.
- 2.9.4 Payments for Services provided pursuant to this RFT shall be subject to and be made in accordance with Appendix 1 to this RFT.
- 2.9.5 All Tenderers must complete the Pricing Schedule at Appendix 2 of RFT.

2.10 Employment Law

- 2.10.1 In the performance of any Service Contract awarded, the successful Tenderers their subcontractors(if any), shall be required to comply with all applicable obligations in the field of environmental, social and labour law that apply at the place where the services are provided, that have been established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Annex X of Directive 2014/24/EU of the European Parliament and the Council on public procurement (the 'Directive').
- 2.10.2 Tenderers shall be required to include an undertaking to comply fully with The provisions of Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of business or parts of undertakings or business and as implemented in Irish law by Statutory Instrument S.I. No. 131 of 2003 European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and to indemnify the Contracting Authority for any claim arising or loss or costs incurred as a result of its failure or incapacity to fulfill its obligations under the said Directive and Statutory Instrument.
- 2.10.3 The Protection of Employees (Temporary Agency Work) Act 2012 (the '2012 Act') provides that an Agency Worker (as defined in the 2012 Act) is entitled to the same basic working and employment conditions as those

which apply to employees recruited directly by the Hirer(as defined in the 2012 Act) to do the same or a similar job. Where the provision of the Services will involve the provision to the Contracting Authority of Agency Workers (within the meaning of the 2012 Act), Tenderers should ensure that they consider their obligations under the 2012 Act when pricing their Tender. The Contracting Authority shall have no liability shall have no liability for any increase in salaries that may be payable as a result of the application of the 2012 Act to the provision of the Services.

2.11 Publicity

No publicity regarding this public procurement competition, the award of a contract or the execution of the Services Contract is permitted unless and until the Contracting Authority has given its prior written consent to the relevant communication.

2.12 Registrable Interest

Any Registrable Interest involving the Tenderer/subcontractor and the Contracting Authority, members of the Government, members of the Oireachtas, or employees and officers of the Contracting Authority and their relatives must be fully disclosed in the Tender or, in the event of this information only coming to their notice after the submission of a Tender and prior to the award of the contract, it should be communicated to the Contracting Authority immediately upon such information becoming known to the Tenderer/subcontractor.

The terms 'Registrable Interest' and 'Relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act 1995 and 2001, copies of which are available at www.irishstatutebook.gov.ie. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from the competition or terminating any contract entered into by a Tenderer.

2.13 Anti- Competitive Conduct

Tenderers attention is drawn to the application of the Competition Act 2002 (as amended, the '2002 Act'). The 2002 Act makes it a criminal offence for Tenderers to collude on prices or terms in a public procurement competition.

2.14 Industry Terms Used in this RFT

Where reference is made to a particular item, source, process, trademark, or type in this RFT then all such references are to be given the meaning generally understood in the relevant industry and operational environment.

2.15 Freedom of Information

2.15.1 Tenderers should be aware that, under the Freedom of Information Act 2014, information provided by them during this Competition may be liable to be disclosed.

2.15.2 Tenderers are asked to consider if any of the information supplied by them in their Tender should not be disclosed because of its commercial sensitivity. If Tenderers consider that certain information is not to be disclosed because of its commercial sensitivity, Tenderers should, when providing such information, clearly identify same and specify the reasons for its commercial sensitivity. If Tenderers do not identify it as commercially sensitive, it is liable to be released in response to a Freedom of Information request without further consultation with you. The Contracting Authority will, where possible, consult with Tenderers about commercially sensitive information so identified before making a decision on a request received under the Freedom of Information Act.

2.16 Tax Clearance

2.16.1 It will be a condition of any Services Contract to this Competition that the successful Tenderer(s) shall for the term of any such contract, comply with all EU and domestic taxation laws. Tenderers are referred to www.revenue.ie for further information.

2.16.2 Prior to the award of any contract arising out of this public procurement competition the successful Tenderer shall be required to produce a 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 on line.

2.17 Conflict of Interest

Any conflict of interest or potential conflict of interest on the part of a Tenderer, individual employees, agents, or subcontractors of a Tenderer must be fully disclosed to the Contracting Authority as soon as the conflict or potential conflict is or becomes apparent. In the event of any conflict or

potential conflict of interest, the Contracting Authority may invite Tenderers to propose means by which the conflict might be removed. The Contracting Authority will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include eliminating a Tenderer from the competition or terminating any contract entered into by a Tenderer.

2.18 Withdrawal from this Public Procurement

Tenderers are required notify the Contracting Authority immediately via the e-tenders website, if at any stage they decide to withdraw from this competition.

2.19 Site Visit to Recycling Centres

2.19.1 Should it be deemed necessary for the purposes of tendering, the Contracting Authority will facilitate Tenderers by permitting an inspection of the Contracting Authority's premises. A site visit to view the Contracting Authority's premises or facilities at Dingle Civic Amenity Site, Milltown Transfer Station, Coolcaslagh Transfer Station, Kenmare Transfer Station and Cahersiveen Transfer Station shall be organised on a date convenient to the Tenderer and the Contracting Authority between the hours of 9.30am to 4.30pm, Monday to Friday. Tenderers wishing to make an appointment to avail of this opportunity must confirm their attendance by contacting Colm Lynch at clynch@kerrycoco.ie prior to tender date. Attendance at the Contracting Authority's premises will be subject to compliance with local security arrangements and any other restrictions.

2.19.2 The Contracting Authority may require visiting the Tenderer's premises, this will be organised by the Contracting Authority on a date convenient to the Tenderer and the Contracting Authority.

2.20 Insurance

2.20.1 The successful Tenderer shall be required to hold for the term of the Services Contract the following insurances:

Employer's Liability: €13,000,000
Public Liability: €6,500,000

2.20.2 By signing the Tenderer's Statement at Appendix 3, Tenderers confirm, that if awarded a contract under this public procurement competition, they will, from the Effective Date of the Services Contract obtain and hold the types and levels of insurance as specified at paragraph 2.20.1. A formal confirmation from the Tenderer's insurance company or broker to this effect will be requested from the successful Tenderer(s) prior to the award of (and shall be a condition of) any Services Contract.

2.20.3 The successful Tenderer will, during the term of the Services Contract, be required to:

- a. immediately advise the Contracting Authority of any material change to its Insured status;
- b. produce proof of current premiums paid upon request;
- c. produce valid certificates of insurance upon request.

Part 3: Qualification and Award Criteria

3.1 Compliant Tenders

Only those Tenderers who have submitted compliant Tenders pursuant to paragraph 2.2 above and have not been excluded under Article 45 of EU Council Directive 2004/18/EC as implemented into Irish law by Regulation 53 of the European Communities (Award of Public Authorities' Contracts) Regulations 2006 (Statutory Instrument 329 of 2006) will be evaluated in accordance with the Qualification and Award Criteria in this Part 3.

3.2 Qualification Criteria

3.2.A Economic and Financial Standing

All Tenderers must demonstrate that they can meet the following financial and economic standing requirement(s) and must be able to furnish the following documentation. Tenderers will either pass OR fail this qualification criterion.

Tenders are requested to provide a statement to confirm that their company's financial affairs are in order and to state the turnover and profitability for the most recent years of operation (maximum 3 years).

The statement shall include confirmation that Kerry County Council may view relevant documentation including but not limited to Fully Audited Accounts and Bankers Reference etc.

Tenderers must provide the specified documentation when requested by the Contracting Authority. However, where the Tenderer is unable, for a valid reason, to provide the specified documentation, the Tenderer must inform the Contracting Authority of that valid reason as to why the documentation cannot be supplied and provide such other suitable alternative documentation to prove, to the satisfaction of the Contracting Authority, their economic and financial capacity.

Tenderers should note that economic operators relying on the capacity of other entities must, when requested by the Contracting Authority, submit an undertaking, duly evidenced, from those entities that they will place the necessary resources at the disposal of the Tenderer.

The documentation required under this paragraph 3.2.A will be requested by the Contracting Authority prior to (and shall be a condition of) the award of any contract.

3.2.B Tenderers **must** furnish the Contracting Authority with the following documentation as part of their Tenders. Tenders will either pass OR fail this qualification criterion:

- Waste Collection Permits – all waste types tendered for must be included in your waste collection permit;
- Statement to confirm that their company's financial affairs are in order and to state the turnover and profitability for the most recent years of operation (maximum 3 years).
- Details of Proposed Trucks and Volume Carrying Capacity;
- Proposed Collection Schedule;
- List of proposed waste facilities to be used during the contract (these should also be listed on your waste collection permit, and they should be licenced to accept the waste type you are going to deliver to them)
- Copy of the Tenderer's tax clearance certificate;
- Written Confirmation of the presence of the Companies up to date Health and Safety Statement.

Tenderers should note that economic operators relying on the capacity of other entities must submit with their Tender an undertaking, duly evidenced, from those entities that they will place the necessary resources at the disposal of the Tenderer.

3.3 Award Criteria

3.3.1 Only those Tenderers who have qualified in accordance with paragraph 3.2 of this RFT will proceed to be evaluated under this paragraph 3.3. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Contracting Authority. Any award of notification of preferred bidder status by the Contracting Authority shall not give rise to any enforceable rights by the Tenderer. The Contracting Authority may cancel this public procurement competition at any time prior to a formal written contract being executed by or on behalf of the Contracting Authority. The Contracting Authority does not bind itself to accept the lowest priced Tender.

3.3.2 The Glass Bottle & Can Collection contract will be awarded based on the **most economically advantageous tender** in accordance with the following award criteria and weightings (listed in particular order):

	Award Criteria	Marking scheme
A	Economic Competitiveness.	70 marks
B	Suitability of proposed collection schedule, and proposed waste facilities, previous experience and Health and Safety Management.	20 marks
C	Environmental Consideration	10 marks

3.3.3 Kerry County Council reserves the right to:

- Select a tendering party based on the proposal submitted or to negotiate further with one or more party. The tendering party will be chosen based on the most economically advantageous proposal and not necessarily based on lowest cost.
- Proceed with the award of a contract or to award part only of the contract.
- Update or alter any information outlined in this proposal at any time.
- Add to or remove locations from the Contract during the agreement.

3.3.4 Economic Competitiveness

70 marks

The Economic competitiveness of the tender will be calculated on the following tonnage: *(these figures are for **calculation purposes** only and **not indicative** of proposed or future tonnage or collection frequency).*

NOTE: Economic Competitiveness will be made based on the rates as per Tables A, B and C of Appendix 2 – Pricing Schedule.

The 2025 Summary Report for Glass, Aluminium & Steel Cans is attached in Appendix 6.

Tenderers are also requested to place a value on the recyclable waste streams collected *(as above)* on behalf of Kerry County Council.

Material	Rate Per Tonne	Estimated Tonnage/Annum (see attached summary)
Glass Bottles	As tendered	3800
Steel Cans	As tendered	200
Aluminium Cans	As tendered	10

The tenderer who meets the selection criteria in paragraph 3.2 and has demonstrated the most economically advantageous tender using the above criteria will be awarded 70 marks.

All other tenders who meet the selection criteria in paragraph 3.2 will have their tender assessed proportionate to the most economically advantageous tender.

3.3.5 Suitability of proposed collection schedule, and proposed waste facilities, previous experience and Health and Safety Management **20 marks**

The tender must demonstrate proven experience in the area of waste collection and waste management, that the proposed collection schedule understands the requirements of the contract and that suitable licenced facilities are proposed for processing the materials. **(15 marks)**

The tender must demonstrate a proven track record in relation to Health and Safety Management compliant with the Safety, Health and Welfare at Work Act 2005. **(5 marks)**

3.3.6 Environmental Consideration

10 marks

Applicants must demonstrate how environmental considerations are integrated into the delivery of services, in line with Green Public Procurement (GPP) principles.

Applicants are required to:

1. Outline any innovative approaches, digital tools, or systems that support the environmentally responsible delivery of services.
2. Highlight any relevant certifications or environmental standards held (e.g., ISO 14001).
3. Describe specific environmental practices implemented in service delivery, such as:
 - Use of paperless or cloud-based document handling to minimise printing and storage.
 - Carbon footprint reduction strategies for operations and administration.

3.3.7 Award

The award of contract (if any) to the highest ranked Tenderer (as determined by paragraph 3.3), will be conditional upon:

- a. the Tenderer submitting the documentation if required under paragraph 3.2.A within 2 weeks of notification by the Contracting Authority; and
- b. if required, the documentation submitted demonstrating that such Tenderer has the economic and financial capacity required under paragraph 3.2.A

3.4 Presentation of Proposals

Tenderers may be required to make a presentation of the proposal contained in their Tender. The Contracting Authority will not be responsible for the cost of such presentations (in accordance with paragraph 2.8). Performance at presentations will NOT be evaluated.

3.5 Standstill Period

- 3.5.1 In circumstances where Directive 89/665/EEC as amended by Directive 2007/66/EC (the 'Remedies Directive') applies, no contract can or will be executed or take effect until at least fourteen (14) calendar days after the day on which the unsuccessful Tenderers have been sent the appropriate notice informing them of the result of this public procurement competition

("Standstill Period"). The preferred bidder will be notified of the decision of the Contracting Authority and of the expiry date of the Standstill Period.

- 3.5.2 Tenderers should note that the Contracting Authority may, when notifying unsuccessful Tenderers of the results of this public procurement competition, include the scores obtained by the Tenderer concerned and the scores obtained by the preferred bidder in respect of each award criterion assessed by the Contracting Authority.

3.6 Return of Signed Contracts

- 3.6.1 The successful Tenderer must sign and return the Services Contract and the Confidentiality Agreement, both in duplicate, to the Contracting Authority no later than 7 calendar days from the date of expiry of the Standstill Period unless notified otherwise in writing. Please note the Contracting Authority cannot and will not enter into a contract until the Standstill Period has expired. A signed Services Contract returned by the successful Tenderer is not binding on the Contracting Authority until the Contracting Authority has signed the Services Contract in accordance with paragraph 2.1.3 above.
- 3.6.2 Where the signed Services Contract and the Confidentiality Agreement have not been received by the Contracting Authority within the period as specified at clause 3.6.1 then the Contracting Authority may proceed to award the contract to the next highest-ranked Tenderer.

Appendix 1: Requirements and Specifications

1.1 Materials:

1.1.1 The materials to be collected and processed are as follows:

- Glass Bottles;
- Steel Cans;
- Aluminium Cans.

1.1.2 The contractor will collect the glass and cans from the locations as outlined in Appendix 6. Kerry County Council requires that all glass, steel and aluminium collected are recycled. If the quality of the collected materials is such that it is not technically possible to produce material to a quality suitable for recycling, then Kerry County Council will consider an application from the contractor to use the material for an alternative use. No alternative use of material is to be made for the collected material without prior written approval from Kerry County Council. Kerry County Council reserves the right to alter add or subtract materials, receptacles and locations during the lifetime of this contract;

1.1.3 The contractor shall collect the materials from the locations listed in Appendix 6 and arrange for the materials to be deposited at a suitable permitted /licenced recycling facility. All material should be separated at these facilities in accordance with the Repak requirements.

1.2 Collection Schedule:

1.2.1 The Contractor shall provide a collection service to the entire Bring Bank network as described in Appendix 6. Kerry County Council retains the right to add or subtract locations from this list during the lifetime of the contract. The contractor must provide Kerry County Council with a proposed collection schedule of the materials. Kerry County Council reserves the right to alter this collection schedule in accordance will increase/decrease in tonnage of materials;

1.2.2 The aim of this contract is to collect materials according to a schedule submitted by the contractor without receptacles overflowing and causing a nuisance. The need for additional collections of all bring banks will have to take place immediately before and after the following times: Christmas, St Patrick's Day/Weekend, all bank holidays, Easter, Puck Fair, Rose of Tralee Festival, Rally of the Lakes Killarney etc.

- 1.2.3 The contractor will need to be flexible in his collection arrangements and allow for the above increased demand when pricing this document;
- 1.2.4 The contractor must respond to a call-out to empty any receptacles within one day of receiving notification from Kerry County Council via email, telephone or otherwise. Where the 1-day performance criterion interferes with the collection schedule, the 1-day criteria will take precedent, and the contractor will rearrange to suit.
- 1.2.5 Failure to empty receptacles in accordance with the 1-day performance criteria will result in a written confirmation to the contractor from Kerry County Council informing of a breach of contract, three written warnings within a three-month period could result in the loss of a contract.
- 1.2.6 The contractor shall facilitate Kerry County Council with the temporary movement/relocation of Bring Banks at no extra costs to the Council.
- 1.2.7 Collection from areas of high tourist traffic such as beach locations of tourist towns should be carried out before 9.00am.
- 1.2.8 Collections of bring banks positioned near schools should be avoided at school starting and finishing times.

1.3 Opening Hours and Access to Sites:

- 1.3.1 Opening hours of Milltown Transfer Station, Coolcaslagh Transfer Station, Cahersiveen Transfer Station, Kenmare Transfer Station and Dingle Civic Amenity site are as follows:

The facilities close for lunch from **12.15 – 13.30**.

Access to the sites should be agreed with Site Manager prior to arrival on site; Collections can be facilitated while the Sites are closed, by prior agreement with Site Manager (i.e. prior to 9am, during lunchtime, or after 16:30).

Site	Monday - Friday	Saturday	Sunday/Bank Holidays (excl Good Friday)
Milltown Transfer Station	9.00 am – 4.30pm	9.00am– 2.00pm	Closed
Coolcaslagh Transfer Station	9.00 am – 4.30pm	9.00am– 2.00pm	Closed
Kenmare Transfer Station	9.00 am – 4.30pm	9.00am– 2.00pm	Closed

Site	Tuesday, Wednesday, Friday	Thursday	Saturday	Monday, Bank Holidays
Dingle Civic Amenity Site	9.00am– 4.30pm	9.00am– 12.00pm	9.00am– 3.00pm	Closed
Cahersiveen Waste Transfer Station	9.00am– 4.30pm	9.00am– 12.00pm	9.00am– 3.00pm	Closed

1.3.2 The Contractor must seek confirmation from Kerry County Council of the opening hours of the above facilities for Christmas, Good Friday and Easter, at least two weeks prior to each period and must ensure that receptacles are emptied on each site immediately prior to each period.

1.4 Receptacles Provision Specification:

1.4.1 The number of receptacles at each location is outlined in Appendix 6.

1.4.2 Kerry County Council reserves the right to alter the number of receptacles at any Bring Bank location.

1.4.3 The receptacles are typically 2.5 cubic metre plastic containers with a bottom opening trap door mechanism with a two-hook lift/emptying system.

1.4.4 The contractor is responsible for becoming familiar with the lifting and emptying mechanism of the receptacles.

1.4.5 For **Part B of his Tender**, the Contractor will be required (during the emptying process) to remove metal lifting mechanisms and to replace them with new mechanisms; the new metal lifting mechanisms will be provided by the Client (KCC), while all labour, tools/equipment required will be provided by the Contractor. The Contractor is to keep a track of the lifting mechanisms installed detailing locations/number and time of installations.

1.4.6 The Bring Bank Network comprises approx. 95No. locations around the County, with a total of approx. 565No. individual Bring Bank receptacles. It is expected that lifting mechanisms on approx. 80No. receptacles over approx. 15No. locations will be replaced per annum.

1.4.7 Replacement of Lifting Mechanisms has been undertaken since 2021 with one route being addresses per annum – the County is divided into 7 Routes.

1.4.8 Typical Lifting Mechanisms are shown below:



1.5 Permitting and Compliance with Legislation:

1.5.1 All collected materials shall be delivered for processing/recycling to an authorised waste management facility which is licenced/permitted and in full compliance with and not limited to Irish national legislation.

1.5.2 The contractor must provide Kerry County Council with a Waste Licence/Waste Permit Number of the facility where the material will be processed/recycled, the name of the issuing Authority and the address and contact details of the facility;

1.5.3 Where the contractor is sending the collected material outside of the Republic of Ireland for recycling/reprocessing, he must submit the address and contact details of that facility, the facility's Waste Permit/license number or equivalent and the name of the licensing/permitting authority.

Where the contractor is shipping the material to a processing facility outside of the Republic of Ireland, the contractor must comply with the Waste Management (Shipments of Waste) Regulations 2007 S.I No. 419/2007 and all relevant legislation and EU Court Ruling where applicable.

- 1.5.4 Where the collected waste is processed through one or more waste facilities the contractor must provide to Kerry County Council a Waste Licence/Waste Permit Number of the facility where the material will be processed/recycled, the name of the issuing Authority and the address and contact details of each facility, from collection to final destination and the tonnage of material sent to each;
- 1.5.5 The Contractor must seek approval in writing from Kerry County Council in advance of changing the recycling/processing facility to which the collected material is presented. The Contractor must provide Kerry County Council with the same information as outlined above. The contractor cannot proceed with changing the processing facility without first receiving written approval from Kerry County Council to do so.
- 1.5.6 In the event that the Contractor changes the recycling/processing facility to which the collected material is presented without notifying Kerry County Council in the manner set out above, the Contractor will incur a penalty of €1,000 per calendar month of which the contractor failed to notify Kerry County Council. The Contractor will be notified in writing of this penalty and this penalty will be offset against the next monthly invoice.
- 1.5.7 The Contractor shall ensure that the transportation and processing of the materials for this contract is carried out in accordance with Irish Legislation.
- 1.5.8 The Contractor must ensure that waste facilities utilised as part of this contract are in compliance with the Planning and Development Acts 2000 – 2015 (as amended).
- 1.5.9 A valid copy of the Contractors waste collection permit will be submitted as part of the tender submission;

1.6 Repak Subsidy and Repak Processing Requirements

- 1.6.1 The collected materials must be processed at a facility or facilities listed as approved recovery operators by Repak Ltd, 1 Red Cow Interchange Estate, Ballymount Road, Clondalkin, Dublin 22
- 1.6.2 In the event that the Contractor sends the material to a processing facility that is not included on Repak's list of approved Operators, the estimated loss of revenue to Kerry County Council from Repak subsidies for the

material collected will be recouped by Kerry County Council from the contractor. This recoupment will be based on the tonnage of material sent to the unauthorised facility multiplied by Repak's subsidy for that material during the period over which the material was sent to an unauthorised facility. The Contractor will be notified in writing of the penalty and the penalty will be offset against the next invoice.

- 1.6.3 Kerry County Council will collect all subsidy payments due under the Repak Payment Scheme (RPS) for the collection of material under this contract;

1.7 Monthly Recycling Report:

- 1.7.1 The Contractor will supply monthly Certificates of Recycling to the Environment Section, Kerry County Council summarising the tonnages of materials collected from each of Kerry County Council's waste facilities as outlined by the 10th day of the following month.
- 1.7.2 The Contractor must submit to the Environment Section, Kerry County Council a Monthly Recycling Report which at minimum contains the following information:
- The name, address and phone number of the facility at which the material is processed;
 - The type of material recovered;
 - The total tonnage for the month collected detailed per site per waste type;
 - A statement number;
 - Contractors signature and company stamp;
 - Packaging Certificate
 - Any other information deemed necessary by Kerry County Council or Repak.

The "Monthly Recycling Report" must be sent electronically to KCC, as below, or as otherwise agreed:

Colm Lynch & David Donegan
Environment Section,
Kerry County Council

Email: clynch@kerrycoco.ie and david.donegan@kerrycoco.ie

- 1.7.3 The Monthly Recycling Report must be sent to the Environment Section of Kerry County Council at the same time as the Invoice. Failure to do so will result in late payment.

1.8 Invoicing and Payment:

- 1.8.1 Payment will be made monthly in arrears by Kerry County Council to the successful tenderer upon receipt of a detailed invoice. All invoices must be sent to: Accounts Payable, Kerry County Council, County Buildings, Rathass, Tralee, Co Kerry.
- 1.8.2 Kerry County Council is committed to paying supplier within a timeframe of 15 days. The 15-day timeframe commences from the day on which the Council's Accounts Payable Unit receives a valid invoice.
- 1.8.3 Payment will only be made on original valid invoices (hard copy or e-invoice) submitted to Accounts Payable by a supplier. Payment will not be made on submission of Statements. Kerry County Council encourages suppliers to submit e-invoices. E-invoices should be sent to accountspayable@kerrycoco.ie and cc'd to John.Herbage@kerrycoco.ie.

Hard Copy of the invoice is to be sent to:

Accounts Payable,
Kerry County Council,
County Buildings,
Rathass,
Tralee,
Co. Kerry.

- 1.8.4 A Valid Invoice **must** include the following :
- Supplier name, address and date.
 - Unique Invoice Number.
 - VAT number of the Company.
 - Correct KCC Official Purchase Order Number.
 - The number of visits to each facility during the billed month;
 - The tonnage of each material collected by facility per month;
 - The unit cost per tonnage per material
 - The total cost of collection exclusive of VAT
 - The total cost of collection inclusive of VAT.
- 1.8.5 In the instance where the Contractor is paying Kerry County Council for its materials (steel and aluminium cans), Kerry County Council will invoice the Contractor on a calendar monthly basis. Payment by the Contractor must be made within 30 days from receipt of invoice. Failure to pay invoices within a 30-day period will result in termination of the contract.

1.9 Health and Safety:

- 1.9.1 The Contractor shall protect so far as is reasonably practicable, the Health, Safety and Welfare at work of all his employees and other persons who are affected by the Contractor's business activities. It is the Contractor's duty to take all reasonable care for the Health and Safety of his employees or such other persons who may be affected by its acts or omissions at work and to co-operate with Kerry County Council insofar as is necessary to perform any duty or comply with any requirement imposed by any relevant Law. The Contractor shall comply with all Health and Safety Legislation including the Safety, Health and Welfare at Work Act 2005.
- 1.9.2 The successful Contractor will be required to submit a copy of their Health and Safety Statement to Kerry County Council at a minimum two weeks prior to the commencement of the contract. The Contractor shall also submit his Contract Specific Risk Assessment and his Operation Plan to Kerry County Council at least two weeks prior to the commencement of the Contract. The Contractor shall also include Covid-19 risk assessments detailing hazards/risks/control measures to be put in place. Should the Contractor fail to submit the Health & Safety Statement, Contract Specific Risk Assessment and the Operation Plan within the designated timeframes, then the Contract may be subject to termination.
- 1.9.3 The Contractor shall ensure that the service is performed in accordance with the Health & Safety Statement.
- 1.9.4 The successful Contractor shall submit to Kerry County Council a list of Approved Drivers, copies of Current Driver Licenses and copies of current Safe Pass Certificates at least two weeks prior to the commencement of the contract.
- 1.9.5 Kerry County Council shall notify the Health & Safety Authority of any notifiable incident in relation to Kerry County Council staff and/or the Contractors staff while carrying out Kerry County Council duties under this contract. The Contractor shall also be notified in writing by Kerry County Council that the Health & Safety Authority has been contacted.
- 1.9.6 Kerry County Council may carry out periodic Health & Safety reviews of operations under this contract including operations at our facilities (which may include the activities of the contractor's staff) in order to ensure that all operations are carried out as safely as possible for the health and

safety of its employees and members of the public. The Contractor will be notified in writing of any issues that need to be addressed in order to improve safety. Repeated failure to heed written warnings to improve safety shall result in termination.

1.10 Termination of Contract:

1.10.1 The Contract may be terminated by either Kerry County Council or the successful Contractor by giving ninety (90) days notice in writing to the other party.

1.10.2 Kerry County Council shall to terminate the Contract forthwith by Notice in writing in circumstances where the Contractor materially breaches the conditions set out in the Tender Documents herein, and such breach remains unresolved for twenty-one days following written notice of the breach by Kerry County Council.

Appendix 2: Pricing Schedule.

Part A of this Tender is for 'The Collection & Processing of Glass Bottles, Steel and Aluminium Cans from Kerry County Council's Bring Bank Network.' (*Please see A below*).

Tenderers are also requested to place a value on the recyclable waste streams collected (*as above*) on behalf of Kerry County Council. (*Please see B below*).

Part B of this Tender is for 'Replacement of Lifting Mechanisms on Bring Banks.' (*Please see C below*).

Prices quoted in the Tender must be in Euro and shall be exclusive of all taxes including VAT. The appropriate VAT rate(s) should be shown separately.

Tender must take into consideration of predicted fuel cost variation during the life time of the contract when pricing this document.

Table A. Collection & Processing of Recyclables **Euro / Tonne**

(This is a Cost to Kerry County Council)

Material	Rate per Tonne
Glass Bottles	
Steel Cans	
Aluminium Cans	
VAT Rate: _____ %	

Table B. Value of Recyclables collected
Euro / Tonne

(This is a Rebate to Kerry County Council)

Material	Rate per Tonne
Glass Bottles	
Steel Cans	
Aluminium Cans	
VAT Rate: _____ %	

Table C. Replacement of Lifting Mechanisms on Bring Banks

(This is a Cost to Kerry County Council)

	Rate per Unit (based on replacement of approx. 80 units at approx. 15 locations per annum)
Bring Bank Lifting Mechanism Replacement	
VAT Rate: _____ %	

NOTE: Economic Competitiveness will be made based on the rates as per Tables A, B and C above.

Appendix 3: Tenderers' Statement

Tenderers shall complete and return the following form of Tenderers' Statement printed on the Tenderers' headed notepaper and signed by the Tenderer.

TENDERERS' STATEMENT

TO: Kerry County Council

RE: Part A: Request for Tenders for the Collection & Processing of Glass Bottles, Steel and Aluminium Cans from Kerry County Council's Bring Bank Network, and Part B: Replacement of Lifting Mechanisms on Bring Banks

Having examined your Request for Tenders (RFT) including the Instructions to Tenderers, Qualification and Award Criteria, Requirements and Specifications, Terms and Conditions of the Services Contract, we hereby agree and declare the following:

1. We understand the nature and extent of the Services required to be delivered as described in Requirements and Specifications at Appendix 1 to the RFT.
2. We accept all the Qualification and Award Criteria as set out in Part 3 of the RFT.
3. We agree to provide the Contracting Authority with the Services in accordance with the RFT and our Tender.
4. We confirm that we have complied with all requirements as set out at Part 2 of the RFT.
5. We confirm that all prices quoted in our Tender will remain valid for the period of time commencing from the closing date for the receipt of Tenders as specified at paragraph 2.9.2 of the RFT.
6. Our compliance with all relevant legal employment requirements as set out in the RFT, in particular but not exclusively paragraph 2.10.1 of the RFT.
7. We acknowledge that the RFT does not constitute an offer to enter into a contract and neither this document nor any of the information set out

therein should be regarded as a commitment or representation on the part of the Contracting Authority or any other person to enter into a contractual arrangement. No commitment of any kind, contractual or otherwise, shall exist unless and until a formal written contract has been executed by or on behalf of the Contracting Authority. The Contracting Authority may, at its absolute discretion, cancel this public procurement competition at any time prior to a formal written contract being executed by and on behalf of the Contracting Authority.

8. We satisfy the Qualification Criteria as set out at paragraph 3.2.A of the RFT and, if requested by the Contracting Authority, shall immediately furnish such evidence as may demonstrate our economic and financial capacity in accordance with the said paragraph 3.2.A.
9. We shall, if awarded any contract under the RFT, have in place on the Effective Date of the Services Contract all insurances (if any) as required by paragraph 2.20.1 of the RFT.

SIGNED

Company

(Authorised Signatory)

Print name

Address

Date

Appendix 4: Tenderers' Aide-Memoire

Item to be Addressed	Tick box
Have you addressed all the requirements in Part 2?	
Have you signed and completed all the relevant pages where so required?	
Have you completed the Pricing Schedule in Appendix 2?	
Have you noted the closing time and date for return of the Tender?	
Have you noted the requirement to submit details to Kerry County Council on a monthly basis in relation to 'total waste collected from Bottle Banks	
Have you returned all the documentation required?	
Have you returned a copy of your Waste Collection Permits?	
Have you returned your proposed Waste Collection Schedule?	
Have you returned a copy of your Tax Compliance Certificate?	
Have you returned a Statement to confirm company's financial affairs are in order and to state the turnover and profitability for the most recent years of operation (maximum 3 years)	
Have you returned Details of Proposed Trucks?	
Have you returned a List of proposed waste facilities to be used during the contract?	
Written Confirmation of the presence of the Company's up-to-date Health and Safety Statement.	
Have you returned details of Previous Experience and Health and Safety Management?	

Appendix 5: Declaration as to Personal Circumstances of Tenderer

Re: The Collection & Processing of Glass Bottles, Steel and Aluminium Cans from Kerry County Council's Bring Bank Network, and the Replacement of Lifting Mechanisms on Bring Banks

NAME OF TENDERER: _____

ADDRESS: _____

I, _____, having been duly authorised by the Tenderer, sincerely declare that:

1. The Tenderer is not bankrupt or being wound up, its affairs are not being administered by a court, it has not entered into an arrangement with its creditors, it has not suspended its business activities nor is it in any analogous situation arising from a similar procedure under national laws and regulations;
2. The Tenderer is not the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court or for an arrangement with creditors or of any other similar proceedings under national laws and regulations;
3. Neither the Tenderer, nor any of its directors or partners, has been convicted of an offence concerning professional conduct by a judgment which has the force of res judicata or been guilty of grave professional misconduct (proven by any means which the Contracting Authority can demonstrate) in the course of its or their business;
4. The Tenderer has fulfilled its obligations relating to the payment of taxes or social security contributions in its country of establishment or any other state in which the Tenderer is located;

5. The Tenderer has not been guilty of serious misrepresentation or omission in providing information to a public buying agency, including the Contracting Authority;
6. The Tenderer (or any of its directors or partners) has not been convicted of fraud, money laundering, corruption, or of being a member of a criminal organisation; and

I understand and acknowledge that the provision of inaccurate or misleading information in this declaration may lead to my business/firm/company/partnership being excluded from participation in this or future tenders, and I make this solemn declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act, 1938. This declaration is made for the benefit of the Contracting Authority.

Signature of Declarant

Name of Declarant in print or block capitals

Declared before me by _____ who is personally
known to me (or who is identified to me by _____ who is
personally known to me) at _____ this _____ day of
_____ 20__

(Signed) Practicing Solicitor/Commissioner for Oaths

Appendix 6: Site Location

Please note that past tonnage is not indicative of future performance. Kerry County Council does not guarantee these tonnages into the future.

ATTACHED DOCUMENTS:

Bring Bank Tonnages for 2025

Current List of Bring Bank Locations

ESPD to be filled in and returned as part of submission