Comhairle Contae Chiarraí

Kerry County Council

Tralee Regional Sports and Leisure Complex,
Tralee, Co Kerry.

SERVICE REQUIREMENTS

Procurement of Geotechnical Investigation Services for proposed redevelopment works at Tralee Regional Sports and Leisure Complex, Tralee, Co Kerry.

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Notes:

1. The words Client/Employer and Contracting Authority have been used throughout this and the other RFT (request for tender) documents. Both of these words have same meaning and refer to Kerry County Council (KCC).

2. The words Tenderer, Applicant and Candidate have been used throughout this and the other RFT (request for tender) documents. All of these words have the same meaning.

3. Kerry County Council is not obliged to accept any tender submitted in response to this invitation.

1.0 Introduction

1.1 Overview

Kerry County Council (KCC) is procuring a Geotechnical Investigation contractor for Geotechnical investigation works to input into a development plan for Tralee Regional Sports & Leisure Centre, Co. Kerry. Eircode V92A061.

Kerry County Council invites quotations from Geotechnical Investigation contractors with Project Supervisor Construction Stage (PSCS) and Geotechnical competency.

Kerry County Council have appointed Malachy Walsh & Partners (MWP) Consulting Engineers as Project Supervisor Design Process (PSDP) for the Site works and Site Investigation Analysis for this project.

The works required will be based on the Site Investigations (SI) recommendation by MWP.

All design will be to relevent to current Irish Standards/Regulations.



Figure 1.0 Proposed Survey Area outlined in Red

2.0 Services Required

Kerry County Council have identified the need to procure a Geotechnical Investigation contractor with PSCS and Geotechnical competency to provide the following:

- ***Undertake Role of PSCS for Site works and Site Investigation Reporting. A Preliminary Safety and Health Plan and a Designer's Risk Assessment is provided to inform the safety aspects of the project known to the Designer and PSDP.***
- ***These works are to be conducted to the latest edition of PW-CF8 v1.6 25-11-2025***
- ***Refer to 27495-XX-XXX-DR-MWP-CE-0190 for the proposed exploratory positions on the site***
- ***Complete 27495-XX-XXX-BQ-MWP-CE-6002-0 the Bill of Quantities of the works***
- ***The Works to be completed under the latest edition of Engineers Ireland's "Specification and related documents for ground investigation in Ireland."***
- ***SI Contractor will be responsible for the design and execution of all Temporary Works required***
- ***On appointment SI Contractor to provide Construction Stage Safety and Health Plan, detailed RAMS, Programme (inc. working hours and days) and proposed methodologies for KCC approval.***
- ***Take direction from MWP on behalf of KCC when required***

Kerry County Council has conducted a topographical and GPR survey of the area. This survey data will be provided to the appointed contractor, and the appointed contractor shall consider these in their proposed methodologies for the site.

2.1 General Requirements

2.1.1 Reports, Drawings and Documents

The Geotechnical Investigation contractor shall provide the Client with one hard copy and an electronic copy of all required reports, drawings, and documents. Electronic copies of the reports and other text documents should be in Microsoft word format and drawings in AutoCAD, ags and pdf format.

2.1.2 Timeline

The project shall be completed with 16 weeks of appointment.

2.1.3 Tax Clearance Certificate

The firm selected must be able to produce a valid Tax Clearance certificate.

2.1.4 Confidentiality

The Client undertakes to use its best endeavours to hold confidential, any information provided in the proposed submission, subject to the contracting authority's obligations under law, including the Freedom of Information Act 1997.The Freedom of Information Act (FOI) came into operation for Local Authorities on 21st October 1998 (amended 2003). If you consider any of the information supplied by you is either commercially sensitive or confidential in nature, this should be highlighted and the reason for its sensitivity specified. In such cases the relevant material will, in response to FOI requests, be examined in the light of the exemptions provided for in the FOI Act.

2.1.5 Intellectual Property Rights

All material produced by the Geotechnical Investigation contractor including all documents, plans, systems, designs, computer programmes, information, data, or other material developed or acquired by Geotechnical Investigation contractor which relate to or could be used in connection with or to further the Council's interests, whether in the Project or otherwise and all rights in such material (including copyright and design right) shall become the sole property of Kerry County Council and shall be made available, for further use

and adaptation by Kerry County Council and their current or future appointed agents, in an adaptable digital format of Council's choosing.

3.0 Contract Award Criteria

The Contract will be awarded to the lowest quote as per the BoQ.

Where two suppliers have submitted the same price, Kerry County Council reserves the right to either:
Ask the drawn contractors to resubmit prices and continue this process until there is a winner or seek new quotations.

4.0 Fee and Schedule

- The Quote shall be determined on a Lump Sum basis. The quote to include for travelling, subsistence and expenses associated with these works. Candidates shall use 27495-XX-XXX-BQ-MWP-CE-6002-0 the Bill of Quantities of the works for the purposes of submitting a Fee Proposal.

- Kerry County Council will exercise intellectual property rights over all material obtained from the successful company and may publish the information or provide it to third parties as they see fit.

- **Fee proposals in response to this RFT shall be sent via ETenders website on or before tender deadline as published on ETender website.**

- It is proposed to commence the commission as soon as practicable after the closing date for receipt of quotations. The successful candidate shall be in a position to commence works immediately upon instruction from the Client. Candidates should nevertheless note that they will be required to keep their fee submissions valid for a period of not less than ninety (90) days from the closing date as outlined above.

- Kerry County Council does not bind itself to accept the quote with the lowest stated amount or any quote and shall not pay any compensation whatsoever in connection therewith.

- Kerry County Council reserves the right to terminate this request for quotation process at any stage up to the appointment of a service provider.

- The quote shall be in respect only of works agreed between Kerry County Council and the Company. The quote shall be submitted in the currency of the Republic of Ireland (Euro).

- The Company shall be deemed to be based in the Republic of Ireland and shall be governed by the Laws of the Republic of Ireland.

- Notwithstanding that the Company's normal place of business may be outside the State, the Company appointed to undertake the work shall be required to provide within Ireland, a senior nominated contact person with a telephone, fax, and e-mail connection, to whom Kerry County Council may direct enquiries and instructions during the period of engagement.

- It shall be a condition of appointment that the Company shall provide proof of insurance that completely indemnifies Kerry County Council, its agents, and authorised persons, from any claims by third parties for injuries to them or their property and by the Company's employees arising out of work carried out as part of the scope of the works outlined herein. The Company

shall also be required to provide proof of Professional Indemnity Insurance. The Company's Insurances shall be for an amount which is at least equal to that specified hereunder:

- Public Liability: €6,500,000.00.
- Employers Liability: €13,000,000.00.
- Professional Indemnity: €6,500,000.00.

Maximum excess in respect of any one occurrence shall not exceed €6,350.00.

- It shall be a condition of appointment that the Company and any Sub-Contractors appointed by him shall be able to produce for inspection, either a valid C2 certificate, a tax clearance certificate, or in the case of a Company resident outside the State, a statement from the Revenue Commissioners as to the suitability for appointment on tax grounds. The Company and all Sub-Contractors shall continue to hold current issues of all such certificates for the duration of the contract.